# REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE



| 1. REQUEST NO. | 2. DATE ISSUED | 3. REQUISITION/PURCHASE REQUEST NO. | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING |
|---|---|---|---|---|
| N6264926Q0374 | 15 Jun 2026 | | | |

5a. ISSUED BY NAVSUP FLT LOG CTR YOKOSUKA
PSC 473 BOX 11, FPO AP 96349-1500 FPO, AP 96349-1500 UNITED STATES

6. DELIVER BY (Date)

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

| NAME | TELEPHONE NUMBER | |
|---|---|---|
| | AREA CODE | NUMBER |
| Fumika Yamasaki | 095 | 650-2851 |

7. DELIVERY ☐ FOB DESTINATION ☐ OTHER (See Schedule)

8. TO:

| a. NAME | b. COMPANY | c. STREET ADDRESS | d. CITY | e. STATE | f. ZIP CODE |
|---|---|---|---|---|---|
| | | | | | |

9. DESTINATION

| a. NAME OF CONSIGNEE | b. STREET ADDRESS | c. CITY | d. STATE | e. ZIP CODE |
|---|---|---|---|---|
| | | | | |

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)

22 Jul 2026

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

## 11. SCHEDULE (Include applicable Federal, State and local taxes)

| ITEM NO. (a) | SUPPLIES/ SERVICES (b) | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|---|---|---|---|---|---|
| | See Schedule | | | | |

| 12. DISCOUNT FOR PROMPT PAYMENT | a. 10 CALENDAR DAYS (%) | b. 20 CALENDAR DAYS (%) | c. 30 CALENDAR DAYS (%) | d. CALENDAR DAYS NUMBER | PERCENTAGE |
|---|---|---|---|---|---|
| | | | | | |

NOTE: Additional provisions and representations ☐ are ☒ are not attached.

| 13. NAME AND ADDRESS OF QUOTER | | | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | 15. DATE OF QUOTATION |
|---|---|---|---|---|
| a. NAME OF QUOTER | | | | |
| b. STREET ADDRESS | | | 16. SIGNER | |
| | | | a. NAME (Type or print) | b. TELEPHONE AREA CODE |
| c. COUNTY | | | | |
| d. CITY | e. STATE | f. ZIP CODE | c. TITLE (Type or print) | NUMBER |

# Section A - Solicitation/Contract Form

FAS-34 Overhaul, Port Ops

**A 1.0 - FORM OF SOLICITATION AND RESULTANT CONTRACT (JOB ORDER)**

Master Agreement for Repair and Alteration of Vessels (MARV) is a written instrument of understanding, negotiated between a contracting activity and a contractor that -- (A) Contains contract clauses, terms, and conditions applying to future contracts for repairs, alterations, and/or additions to vessels; and (B) Contemplates separate future contracts that will incorporate by reference or attachment the required and applicable clauses agreed upon in the master agreement.

Award of a contract resulting from this solicitation will be restricted to firms, which possesses a current MARAV with the U.S. Navy (NAVSUP FLCY) in the form of either a Master Ship Repair Agreement (MSRA) or an Agreement for Boat Repair (ABR) in Japan Region.

Award for this requirement will be made in the form of a Firm-Fixed-Price job order under the applicable agreement and all of the terms and conditions of the offer's existing MARAV will apply. The awardee's "Agreement" number is shown in the resultant contract (block 1 at 1st page in DD Form 1155).

[End of A 1.0 FORM OF SOLICITATION AND RESULTANT CONTRACT]

# Section B - Supplies or Services & Prices or Costs

## Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | FAS-34 OVERHAUL<br>Repair and Preserve, 25UB1308 Boat (FAS-34)<br>CFAS Port Ops<br>ICN: N6105826PRPR934<br><br>JPY Amount,<br><br>For the Government's administrative purpose, the contract amount will be expressed in U.S. dollars (USD). However, payment will be made in Japanese currency (JPY). Applies FY26 Budget Exchange Rate, JPY 150.4415 per USD 1.00.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |

# Section C - Description/Specifications/Statement of Work

## C 1.0 - AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit

the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Authorized Contracting Officer in Sasebo Contracts Division (Code 240), NAVSUP Fleet Logistics Center Yokosuka (FLCY).

(d) Report any conditions, discrepancies, and/or finding to the Contracting POC via the Government Technical POC. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(e) Government POCs

<Technical POC>

Project Manager stated in "Overall Contract Inspection/Acceptance Locations"

<Contracting POC>

[Solicitation] See block 5 at 1st page of SF 18

[Contract] See block 6 at 1st page of DD 1155

[End of C 1.0 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER]

## C 2.0 - NON-NAVY OWNED CRANES

C 2.0 applies when non-navy owned crane is used to accomplish the requirement. If non-navy owned crane is not used, disregard C 2.0.

Sections 11.1 through 11.4 in the latest NAVSUPFLCYINST 4200.9, Contracting Officer's Crane Oversight Plan, is invoked for the incidental use of non- Navy owned cranes at Navy shore installations.

[End of C 2.0 NON-NAVY OWNED CRANES]

## Requirements

25UB1308 Boat (FAS-34), Repair and preserve

# Section D - Packaging and Marking

# Section E - Inspection and Acceptance

**E 1.0 - INSPECTION/ACCEPTANCE:**

In addition to the FAR clause 52.213-4 (d), inspection of the work accomplished hereunder shall be performed periodically by an authorized representative during the performance of the work and at the final inspection upon completion of the work. The representative will be identified in writing at time of contract award.

[End of E 1.0 INSPECTION/ACCEPTANCE]

**E 2.0 - QUALITY ASSURANCE:**

The Contractor shall provide and maintain a quality management system acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that system to substantiate that the material and workmanship provided pursuant to the job order conform to the drawings, specifications, job orders, and contract requirements listed herein. For U.S. Naval Ship Repair Facility and Japan Regional Maintenance Center (SRF-JRMC) Yokosuka/Detachment Sasebo, Japan requirements and Commander, Logistics Group Western Pacific (COMLOGWESTPAC) SRU Singapore requirements, the Contractor's quality management system shall be in accordance with that set forth in NAVSEA Standard Item 009-04. In addition to its rights under DFARS clause 252.217-7005 Inspection and Manner of Doing Work of the Master Agreement for Repair and Alteration of Vessels, the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the job order by reason of the Contractor's failure to comply with the requirements of its quality management system and, as such, the Contractor shall not be entitled to progress payments for said work and material.

[End of E 2.0 QUALITY ASSURANCE]

**FAR Clauses Incorporated by Full Text**

**52.246-11 Higher-Level Contract Quality Requirement. (Dec 2014)**

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

NAVSEA Standard Item[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

## Overall Contract Inspection/Acceptance Locations

| | |
|---|---|
| 0001 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: The POC or their designated representative shall inspect and accept the services.<br><br>DoDAAC: N61058<br>CountryCode: USA<br><br>FLEET ACTIVITIES SASEBO<br>PSC 476 BOX 1, FPO AP 96322-0001<br>FPO, AP 96322-0001<br>UNITED STATES<br><br>Kawabata, Masashige, CFAS Port Operation Dept.<br>Email: masashige.kawabata2.ln@us.navy.mil<br>Telephone: 0956-50-2364 |

# Section F - Deliveries or Performance

## F 1.0 - PERIOD OF THE CONTRACT

The "Anticipated Award Date" on the job specification should be at a minimum the Contract Award Milestone date for scheduled ship repair availabilities or the desired contract award date. For revision specs for contract modifications, this date should be the date work needs to be awarded so it does not affect schedule.

"Effective Date" (block 3 at the 1st page of the contract) represents the date that will give the awardee time to order materials, submit process control procedure and any other preparation work needed prior to the actual physical work starting.

The "POP Start Date" is usually the first day of the scheduled ship repair availability or the date when actual/physical work may start.

The "Production Completion Date" is the key event date when production work excluding testing must be completed.

The "POP End Date" is the date when work must be completed for all requirements in the work specification. The awardee is expected to have all GFM returned, work area cleaned, required reports/paper work submitted or any other post work requirements that there may be. The POP End date is stated in the DELIVERY INFORMATION section below.

Coordinate work schedule with the Government Technical Point of Contact (POC) to accomplish all requirements and other related works within the effective period. If the contractor realizes any potential or actual delay in performance, report to the Government Contracting POC via the Government Technical POC.

[End of F 1.0 PERIOD OF THE CONTRACT]

## F 2.0 - PLACE OF PERFORMANCE / DELIVERY LOCATION

The place of performance and/or delivery location is Sasebo, Japan. Read any references to SRF and JRMC "Yokosuka" as "Sasebo."

[End of F 2.0 PLACE OF PERFORMANCE / DELIVERY LOCATION]

| Line Item | Delivery Schedule | Quantity | Address and POC |
|---|---|---|---|
| | Delivery Period<br>From 01 Sep 2026 to 15 Dec 2026 | 1 Job | Place of Performance<br>DoDAAC: N61058<br>CountryCode: USA<br>FLEET ACTIVITIES SASEBO<br>PSC 476 BOX 1, FPO AP 96322-0001<br>FPO, AP 96322-0001<br>UNITED STATES |

| | | | |
|---|---|---|---|
| 0001 | Period of Performance<br>From<br>01 Sep 2026<br>To<br>15 Dec 2026 | | Kawabata, Masashige, CFAS Port Operation Dept.<br>Email: masashige.kawabata2.ln@us.navy.mil<br>Telephone: 0956-50-2364 |

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.242-15 | Stop-Work Order. | Aug 1989 | | |
| 52.242-17 | Government Delay of Work. | Apr 1984 | | |
| 52.247-34 | F.o.b. Destination. | Jan 1991 | | |

# Section G - Contract Administration Data

## G 1.0 - ELECTRONIC FUND TRANSFER (EFT)

The Contractor must agree to receive payment by EFT. Transaction fee (currently JPY735) will be deducted by the Financial Institution (Bank of America) making payment. Additional fee may be imposed by the bank designated to receive payment.

[End of G 1.0 EFT]

## G 2.0 - CONSUMPTION TAX

(a) The Governments of the United States and Japan have agreed that this contract is exempt from the Japanese Consumption Tax. In accordance with paragraph (c) of the clause FAR 52.229-6, "TAXES -- FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)," the offerors or quoters shall not include the Consumption Tax (including underlying taxes) in their proposal or quotations. By submission of your proposal or quotation, you are certifying that your proposal or quotation does not contain any such tax. The following U.S. Government (USG) proof of purchase forms shall be used to claim the exemption at tax offices:

USG Standard Form 1034

USG Standard Form 1113

USG Standard Form 44

Department of Defense Form 1155

Navy Comptroller Form 2277

(b) The Contractor shall retain the appropriate USG proof of purchase forms set forth above for a period of seven (7) years. In addition, the Contractor shall maintain adequate records containing all pertinent information with regard to the claiming of Consumption Tax exemptions related to this contract. These records shall be subject to review by the Contracting Officer, or his or her designated representative, at any time up to seven (7) years from the date of final payment under this contract.

(c) Any questions concerning the applicability of the Consumption Tax should be directed to the appropriate local tax office.

[End of G 2.0 CONSUMPTION TAX]

## G 3.0 - CUSTOMS AND TAX EXEMPTION

(a) The Contractor shall, notwithstanding any other clause in this contract to the contrary, be required to submit a request in writing to the Contracting Officer for issuance of a Tax Exemption Certificate for any import duties and all taxes paid or to be paid from which the U.S. Government is entitled to an exemption. These taxes and duties are enumerated in Article XII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the Governments of the United States of America and Japan, regarding facilities areas and the status of United States Armed Forces in Japan. The Contractor's request shall include the following information:

(1) Name of contractor;

(2) Contract number and job order number (if applicable);

(3) Nomenclature of taxable material to be delivered and intended use;

(4) Quantity of taxable material used or to be delivered; and

(5) Period of taxable material use.

(b) In the case of gasoline and other petroleum products, the Contractor shall be responsible for making every reasonable effort to determine the accuracy of his figures on consumption. In this regard, the Contractor shall, upon request of the Contracting Officer, present all available data used by the Contractor as the basis for determining such figures. The Contractor shall be required to maintain adequate records containing all pertinent information with regard to the above requirements. Further, these records shall be subject to review by the Contracting Officer at any time up to three years from the date of final payment under this contract.

[End of G 3.0 CUSTOMS AND TAX EXEMPTION]

## G 4.0 - EXPEDITING CONTRACT CLOSEOUT

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

[End of G 4.0 EXPEDITING CONTRACT CLOSEOUT]

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7006 | Billing Instructions-Cost Vouchers | May 2023 | | |
| 252.217-7007 | Payments. | Dec 1991 | | |
| 252.217-7008 | Bonds. | Dec 1991 | | |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | Dec 2018 | | |
| 252.232-7008 | Assignment of Claims (Overseas). | Jun 1997 | | |

**DFARS Clauses Incorporated by Full Text**

**252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)**

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) *Definitions.* As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Not Applicable.

*(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)*

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice as 2 in 1

*(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)*

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) ) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

*[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]*

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| *Field Name in WAWF* | *Data to be entered in WAWF* |
|---|---|
| Pay Official DoDAAC | HQ0721 |
| Issue By DoDAAC | N62649 |
| Admin DoDAAC | N62649 |
| Inspect By DoDAAC | N61058 |
| Ship To Code | N61058 |
| Ship From Code | N/A |

| | |
|---|---|
| Mark For Code | N/A |
| Service Approver (DoDAAC) | N/A |
| Service Acceptor (DoDAAC) | N61058 |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N61076 |
| DCAA Auditor DoDAAC | N/A |
| Other DoDAAC(s) | N/A |

*Agency Accounting Identifier (AAI) Number: 050120

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Inspector: Kazue Kusumi Email: kazue.kusumi2.ln@us.navy.mil

Acceptor: Trina H. Gray Email: Trina.h.gray.civ@us.navy.mil

LPO: Celia Sahagun / Maurice Adams / Toni Hargrove / Faneita Scott / Anastasia Galinato
Email: celia.g.sahagun.civ@us.navy.mil / maurice.d.adams.civ@us.navy.mil / toni.l.hargrove.civ@us.navy.mil / faneita.s.scott.civ@us.navy.mil / anastasia.l.galinato.civ@us.navy.mil / cnic_n8223_wawf@navy.mil

The Contractor shall enter the e-mail address(es) identified below in the "Send Additional E-mail Notifications" field of WAWF once a document is submitted in the system.

E-mail Address to be notified : kazue.kusumi2.ln@us.navy.mil (Inspector)

Masashige.Kawabata2.ln@us.navy.mil,

Toshihiko.Uchida.ln@us.navy.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

# Section H - Special Contract Requirements

## H 1.0 - OCCUPATIONAL AND HEALTH STANDARDS FOR SHIPYARD EMPLOYMENT (29 CFR 1915)

The Contractor shall fully comply with 29 Code of Federal Regulations Part 1915, Occupational and Health Standards for Shipyard Employment (29 CFR 1915), as it is effective at the date of contract award, while performing any contract that is awarded from this solicitation. The provisions of 29 CFR 1915 shall apply to the same extent as if the ship repairing, shipbuilding, and shipbreaking employments and related employments to be performed under the contract are wholly accomplished on the navigable waters of the United States. The Contractor shall comply with applicable provisions of the laws and regulations where the ship repairing, shipbuilding, and shipbreaking employment and related employments are performed in addition to complying with the corresponding provisions of 29 CFR 1915 in instances in which those laws and regulations require compliance with more stringent safety standards. The Contractor shall promptly notify the contracting officer if it becomes aware of any law or regulation that is applicable where the ship repairing, shipbuilding, and shipbreaking employment and related employments are performed that precludes compliance with any provision of 29 CFR 1915.

[End of H 1.0 OCCUPATIONAL AND HEALTH STANDARDS FOR SHIPYARD EMPLOYMENT]

## H 2.0 - EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

[End of H 2.0 EXTENSION OF COMMERCIAL WARRANTY]

## H 3.0 - CONTROL OF UNCLASSIFIED INFORMATION (SRF-JRMC Requirements Only)

The Contractor shall not provide Controlled Unclassified Information (CUI) U.S. Navy technical information (engineering drawings, technical manuals, system or equipment photographs or any other U.S. Navy engineering data in any form (orally, paper copy, film or digital file/image) to anyone except SRF-JRMC employees, other Department of Defense (DoD) employees or U.S. DoD Contractors requiring the data for accomplishment of an SRF-JRMC business processes unless the data is marked Distribution Statement "A" (Approved for public release: distribution is unlimited) or has been approved for unrestricted public release by the Commanding Officer of SRF-JRMC or Commander U.S. Naval Forces Japan (COMNAVFORJAPAN) Public Affairs Officer (PAO). The Contractor shall notify SRF-JRMC Code 700 (Code 950 in Sasebo) and request written permission to release CUI outside of SRF-JRMC, DoD Activities or U.S. DoD Contractors that are not involved in the SRF-JRMC business process if the Contractor believes that the release is required to support a SRF-JRMC business or Public Affairs requirement.

[End of H 3.0 CONTROL OF UNCLASSIFIED INFORMATION]

## H 4.0 - LAY DOWN SPACE

The Contractor may request the lay down space adjacent to the ship yard in * (location and name of the base) Upon the receipt of approval by the Government, the Contractor may obtain the applicable lay down space. The Contractor shall be responsible for all the cost, but not limited to, for maintaining the facility, utility, safety, and security. (*) See Job Specification.

[End of H 4.0 LAY DOWN SPACE]

## H 5.0 - APPLICABLE TO CONTRACTS PERFORMED IN JAPAN

HISTORIC AND CULTURAL RESOURCES

If ship repair work is being performed in and around potentially significant historic buildings and structures (cultural properties) such as Dry Docks 1 through 6 and Cave 682 in Yokosuka Base, the contractor shall avoid changing the original materials and finishes used in the properties.

If work is being performed to repair or change a historical building/structure, the contractor shall submit design drawings, floor plans, and other relevant operational details to the CFAY Cultural Resource Manager through the Contracting Officer for review and approval prior to the commencement of work.

If work is being performed on a cultural or historical asset, such as a historical building/structure or archeological site, special precautions may be necessary. The contractor shall submit design drawings, floor plans, and other relevant operational details to the CFAY Cultural Resource Manager through the Contracting Officer for review and approval prior to the commencement of work. The contractor shall contact the CFAY Cultural Resources Manager through the Contracting Officer to determine if the work involves any archaeological, historical or cultural assets.

The contractor must conduct an archaeological monitoring by a qualified archaeologist for the planned excavations. During the monitoring, use of flat bladed bucket is required for backhoe operations. If any cultural/historical artifacts/assets include brick structures, manufactures plates indicating years before 1945 on the machines and equipment are discovered during work, the contractor shall notify the Public Works Department (PWD) Environmental Cultural Resources Manager Environmental Branch Cultural Resources Manager (DSN 243-5136/COMM 046-816-5136) through the Contracting Officer, secure the discovery area, and continue to work around the secured area until further direction from the PWD Environmental Cultural Resources Manager Environmental Branch Cultural Resources Manager through the Contracting Officer.

If the items need to be temporarily removed, carefully protect them from disturbance, including weather conditions, unforeseen traffic, and pilfering. The PWD Environmental Cultural Resources Manager Environmental Branch Cultural Resources Manager through the Contracting Officer will provide further direction/guidance on how to protect the items. The Government retains ownership and control over historical and archaeological resources.

The contractor shall carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Upon discovery, the contractor shall notify Cultural, Historical, and/or Natural Resources (CHNR) Manager (DSN 243-5136/COMM 046-816- 5136) through the Contracting Officer, secure the discovery area, and continue to work around the secured area. The Government retains ownership and control over historical and archaeological resources."

[End of H 5.0 APPLICABLE TO CONTRACTS PERFORMED IN JAPAN]

# Section I - Contract Clauses

## I 1.0 - JAPANESE CONCILIATION PROCEDURES

(a) Except as otherwise provided in this contract any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the US-Japan Joint Committee for conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Request by the Contractor for conciliation shall be made in accordance with the procedures provided herein.

(b) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact within the time limits described therein before filing request for conciliation with the Joint Committee and then request for appellate authority under the clause of this contract entitled Disputes to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.

(c) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.

(d) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been resolved through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract, entitled Disputes, of the settlement of the dispute and to withdraw his appeal.

(e) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding the pending request for conciliation, that action by the appropriate authority under the clause of this contract entitled Disputes be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(f) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled Disputes has been rendered. Pending the hearing of conciliation panel the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

[End of I 1.0 JAPANESE CONCILIATION PROCEDURES]

## I 2.0 - SUPTXT204-9400(4-22) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION

The security text does not apply in cases where the contractor/vendor does not have access to Navy Marine Corps Intranet (NMCI) computers, is not issued a Common Access Card (CAC) and is involved in training or other short term duties of less than 30 days duration that allow for the use of a visitor request. In these cases, the government employee must submit a Visitor Access Request (VAR) to the main gate or applicable processing entity for your facility and assume responsibility to escort those without CAC Credentials.

This local text does not apply to non-United States (U.S.) Nationals (foreign nationals) who are contactor employees performing work overseas. This text is applicable to the U.S. Nationals living in the U.S. or overseas who are performing work on a Navy contract.

The investigation of a non-U.S. national at a foreign location must be consistent with a National Agency Check with Written Inquiries (NACI), to the extent possible and include a fingerprint check against the Federal Bureau of Investigation (FBI) criminal history database, an FBI investigations file (name check) search and a name check against the terrorist screening database. Also, the above cited reference notes that Foreign Nationals may not be granted CAC credentials until completion of their investigation and not in the interim.

Per Department of Defense Memorandum (DoDM) 5200.2, Department of Defense (DoD) components must initiate and ensure completion of a background investigation before applying the credentialing standards to a non-U.S. national at a foreign location. The background investigation must be favorably adjudicated before a CAC can be issued to a non-U.S. national at a foreign location. The type of background investigation may vary based on standing reciprocity treaties concerning identity assurance and information exchanges that exist between the U.S. and its allies or agency agreements with the host country.

CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, IT SYSTEMS OR PROTECTED HEALTH INFORMATION

Executive Order 13467, Reforming Processes Related to Suitability for Government Employee, Fitness for Contractor Employees and Eligibility for Access to Classified National Security Information, Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The 5 CFR 32 Part 157 in concert with DoD Manual 1000.13, Vol 1, implements the Federal Standards.

APPLICABILITY

This text applies to all DoD sponsored individuals who require CAC eligibility (or login and P/W if acceptable per contract) for: Physical access to DoD facilities or non-DoD facilities on behalf of DoD; Logical access to information systems (whether on site or remotely); or remote access to DoD networks that use only the CAC logon for user authentication, or access to sensitive and protected information. This applies to the Office of the Secretary of Defense (OSD), the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the DoD, the Defense Agencies, the DoD Field Activities and all other organizational entities within the DoD (hereinafter referred to collectively as the "DoD Components").

Each contractor employee providing services at a Navy command under this contract is required to obtain a DoD CAC. Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Definition. As used in this clause - Military installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department, or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager (CSM) upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

Training. Contractor employees who require routine physical access to a Federally controlled facility or military installation shall complete "Level I Antiterrorism Awareness Training" prior to gaining access to a facility and annually thereafter in accordance with DoDI O-2000.16 Vol. 1. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I Antiterrorism Awareness Training shall be completed by:

1. Completion of "Level I Antiterrorism Awareness Training" available at https://jkodirect.jten.mil/pdf/atl1/launch.html; or

2. Under the instruction of a qualified Level I Antiterrorism Awareness instructor; or

3. By providing a training certificate for "Level I Antiterrorism Awareness Training" training showing completion within the last calendar year.

The contractor will submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, prior to being granted access to a Federally controlled facility or military installation.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial items, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

OPERATION SECURITY (OPSEC)

It is DoD policy according to DoD Directive 5205.02E, "DoD Operations Security (OPSEC) Program," June 20, 2012, as amended to establish and maintain OPSEC programs to ensure national security-related missions and functions are protected.

Training: Contractor employees shall comply with all DoD OPSEC requirements and complete "OPSEC Awareness for Military Members, DoD Employees and Contractor" training within 30 days of onboarding the contract and annual refresher training thereafter. Training shall be completed through a DoD sponsored and certified computer or web-based learning instruction available at https://securityawareness.usalearning.gov/opsec/index.htm.

The contractor will submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after training is completed by all employees and subcontractor personnel.

START-UP PERIOD

All contractor resource onboarding documents must be submitted via the prime contractor. The prime contractor shall make all necessary preparations to assume full responsibility for productive performance as of the performance start date.

Definition of "productive":

a. OF-306 signed by contractor employee

b. FD-258 Fingerprint Card (Contingent upon availability of electronic fingerprinting submission)

c. Completed Electronic Investigation (e-QIP)

d. All contractor employees with need for a Common Access Card (CAC) must have an active Defense Information System for Security (DISS) profile.

e. Common Access Card (CAC)

f. DISS Visit Request submitted (Contingent upon classification of work being performed, Confidential, Secret, Top Secret).

Note (1): Invoicing by the contractor will begin as of the commencement of the performance period of services and no reimbursement will be paid by the government for efforts expended during the start-up period.

Note (2): Foreign Nationals are not allowed access to the functional/system side of Enterprise Resource Planning (ERP).

ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEM

In accordance with DON CIO Memorandum (IT LEVEL DESIGNATION ON DD FORM 2875 SYSTEM AUTHORIZATION ACCESS REQUEST) 08 September 2020, contractor employees who require access to Department of the Navy (DoN) or DoD networks are categorized as Privileged, Enhanced, or Authorized users. All user level accesses may include positions which require access to Controlled Unclassified Information (CUI). CUI includes sensitive information protected under the Privacy Act, to include Protected Health Information (PHI). IT System levels are determined by the requiring activity's Command Information System Security Manager (ISSM)/Information Assurance Manager (IAM).

Contractor employees requiring privileged access, (when specified by the terms of the contract) require a Tier 5 (T5) or T5R equivalent investigation, which is a higher level investigation than the Tier 3 (T3) and T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance (IA) Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Contractors requiring Enhanced access, (when specified by the terms of the contract) require a T3, T3R, or equivalent investigation, which is a higher level investigation than the Tier 1 (T1) described below. Due to the enhanced system access, an investigation suitable for Moderate Risk national security positions is required.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy CSM and ISSM/IAM manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the Contracting Officers Representative (COR) shall sign the SAAR-N as the supervisor.

The SAAR-N shall be forwarded to the CSM upon contractor employee acquiring a Common Access Card (CAC) credential. Failure to obtain a CAC credential may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all contractor employees requiring access complete annual Cyber Awareness training, and maintain a current requisite background investigation. The contractor's security representative shall contact the CSM for guidance when reinvestigations are required.

INTERIM ACCESS

The CSM may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION

Safeguarding sensitive unclassified information is critical to achieve NAVSUP Modernization efforts and deliver cutting-edge and uncompromised capabilities. The Secretary of Defense's operations security (OPSEC) campaign plan stresses the importance of protecting controlled unclassified information (CUI). CUI encompasses OPSEC, critical technology, intelligence, and personally identifiable information that, if not properly identified, marked, and controlled, could impair NAVSUP's ability to conduct its mission. Contractor employees with access to Controlled Unclassified Information (CUI) shall comply with DoDI 5200.48 - Controlled Unclassified Information (CUI) and complete DoD approved initial and annual refresher CUI training.

a. Whenever Government provides CUI to, or CUI is generated by, non-DoD entities, all CUI records must be handled as required by the approved mandatory disposition authority.

b. All CUI records must follow the approved mandatory disposition authority whenever the Government provides CUI to, or CUI is generated by, non-DoD entities in accordance with Section 1220-1236 of Title 36, CFR, Section 3301a of Title 44, U.S.C., and the DoDI 5200.48.

c. Contractor employees shall monitor CUI aggregation and compilation based on the potential to generate classified information pursuant to security classification guidance addressing the accumulation of unclassified data or information.

d. Contractor employees shall submit unclassified government information for review and approval for release in accordance with the Standard DoD Component Processes, DoDI 5230.09, and DoDM 5205.07, Volume 1.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the contractor's security representative. Within three (3) work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the

name, title, address and phone number for the contractor's security representative. The contractor's security representative shall be the primary point of contact on any security matter. The contractor's security representative shall not be replaced or removed without prior notice to the Contracting Officer and CSM.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. If the Security Office validates the contractor's position is Non-Critical Sensitive or if the IT system user level is determined to be Enhanced, at a minimum, each contractor employee must be a US citizen and have a favorably completed T3, T3R, or equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or Enhanced position. The investigation consists of a standard National Agency Check and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or Enhanced position is required to complete:

SF-86 Questionnaire for National Security Positions (or equivalent Office of Personnel Management (OPM) investigative product)

Two FD-258 Applicant Fingerprint Cards or electronic fingerprint submission (preferred))

Original Signed Release Statements

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than ten (10) years) throughout the contract performance period. The Contractor's Security Representative shall contact the CSM for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the CSM upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's ISSM/IAM. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The SAAR-N shall be forwarded to the CSM upon the contractor employee acquiring a Common Access Card (CAC) credential. Failure to obtain a CAC credential or provide the required documentation shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Cyber Awareness training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the CSM. The CSM will review the submitted documentation for completeness prior to submitting it to the OPM. Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The CSM will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

For classified contracts, if the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Access Request (VAR) via the Defense Information Security System (DISS). If the contractor employee does not have a current favorably adjudicated investigation, the contractor shall submit the Visit Access Request in DISS until the contractor employee has at a minimum an interim clearance. If the contract only requires access to unclassified information, even if the contractor takes a DISS "owning" role over the contractor employee, the Navy Command will also take a DISS "owning" role over the contractor employee during the hiring process and for the duration of assignment under that contract. If the contract requires access to classified information, the contractor's Facility Security Office (FSO) will take a DISS "ownership" role and the Navy command will take a DISS "servicing" role during the hiring process and the duration of assignment under that contract. All VARs requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a U.S. citizen or a U.S. permanent resident with a minimum of 3 years of legal residency in the U.S. (as required by the Deputy Secretary of Defense DTM 08-006 or its subsequent DoD Instruction (INST)) and

Must have a favorably completed NACI or T1 investigation or equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the CSR must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions

Two FD-258 Applicant Fingerprint Cards (or the preferred method - electronic fingerprint submission)

Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date may result in delaying the individual's start date.

[End of I 2.0 SUPTXT204-9400(4-22) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, IT SYSTEMS OR PROTECTED HEALTH INFORMATION]

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | Dec 2014 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.213-4 | Terms and Conditions-Simplified Acquisitions (Noncommercial). (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.223-5 | Pollution Prevention and Right-to-Know Information. | May 2024 | | |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas. | Apr 1984 | | |
| 52.228-7 | Insurance-Liability to Third Persons. | Mar 1996 | | |
| 52.229-6 | Taxes-Foreign Fixed-Price Contracts. | Feb 2013 | | |
| 52.232-8 | Discounts for Prompt Payment. | Feb 2002 | | |
| 52.232-11 | Extras. | Apr 1984 | | |
| 52.232-25 | Prompt Payment. | Jan 2017 | | |

| | | | | |
|---|---|---|---|---|
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | Oct 2018 | | |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | Jun 2013 | | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | Mar 2023 | | |
| 52.233-1 | Disputes. (Deviation 2026-O0038) (Alternate I) | Feb 2026 | Alternate I | Feb 2026 |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation. | Apr 1984 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | Apr 2026 | | |
| 52.246-26 | Reporting Nonconforming Items. | Aug 2024 | | |
| 52.253-1 | Computer Generated Forms. (Deviation 2026-O0038) | Feb 2026 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | Sep 2011 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | Dec 2022 | | |
| 252.204-7000 | Disclosure of Information. | Oct 2016 | | |
| 252.204-7003 | Control of Government Personnel Work Product. | Apr 1992 | | |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | Jan 2023 | | |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1) | May 2024 | Deviation 2024-O0013 | May 2024 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support. | Jan 2023 | | |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements. | Nov 2023 | | |
| 252.204-7022 | Expediting Contract Closeout. | May 2021 | | |
| 252.217-7003 | Changes. | Dec 1991 | | |
| 252.217-7004 | Job Orders and Compensation. | May 2006 | | |
| 252.217-7005 | Inspection and Manner of Doing Work. | Jul 2009 | | |
| 252.217-7006 | Title. | Dec 1991 | | |
| 252.217-7009 | Default. | Dec 1991 | | |
| 252.217-7010 | Performance. | Jul 2009 | | |
| 252.217-7011 | Access to Vessel. | Dec 1991 | | |
| 252.217-7012 | Liability and Insurance. | Aug 2003 | | |
| 252.217-7013 | Guarantees. | Dec 1991 | | |
| 252.217-7014 | Discharge of Liens. | Dec 1991 | | |
| 252.217-7015 | Safety and Health. | Dec 1991 | | |
| 252.222-7002 | Compliance with Local Labor Laws (Overseas). | Jun 1997 | | |
| 252.223-7006 | Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. | Sep 2014 | | |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | Jan 2023 | | |
| 252.225-7002 | Qualifying Country Sources as Subcontractors. | Mar 2022 | | |
| 252.225-7005 | Identification of Expenditures in the United States . | Jun 2005 | | |
| 252.225-7007 | Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies. | Dec 2018 | | |
| 252.225-7019 | Restriction on Acquisition of Anchor and Mooring Chain. | May 2024 | | |
| 252.225-7041 | Correspondence in English. | Jun 1997 | | |
| 252.225-7048 | Export-Controlled Items. | Jun 2013 | | |
| 252.225-7972 | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014) | Aug 2024 | Deviation 2024-O0014 | Aug 2024 |
| 252.225-7976 | Contractor Personnel Performing in Japan (DEVIATION 2018-O0019) | Aug 2018 | Deviation 2018-O0019 | Aug 2018 |
| 252.232-7010 | Levies on Contract Payments. | Dec 2006 | | |
| 252.233-7001 | Choice of Law (Overseas). | Jun 1997 | | |
| 252.243-7001 | Pricing of Contract Modifications. | Dec 1991 | | |

**FAR Clauses Incorporated by Full Text**

**52.232-34 Payment by Electronic Funds Transfer-Other than System for Award Management. (Jul 2013)**

PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by the date when the contractor submit first invoice, using EFT Form established by DFAS_____[the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information*. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

**52.252-6 Authorized Deviations in Clauses. (Nov 2020)**

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement[insert regulation name] (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**DFARS Clauses Incorporated by Full Text**

**252.229-7001 Tax Relief. (Apr 2020)**

TAX RELIEF-BASIC (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

| | |
|---|---|
| NAME OF TAX: ____*(Offeror insert)* | RATE (PERCENTAGE): ____*(Offeror insert)* |

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

# Section J - List of Attachments

## J 1.0 - LIST OF ATTACHMENT

-

(1) Job Specification/Statement of Work: CLIN 0001, FAS34 SPEC, ICN: N6105826PRPR934 (8 pages)

# Section K - Representations, Certification, & Other Statements

## K 1.0 - HAZARDOUS MATERIAL

Immediately notify to the Contracting POC, if deliver any hazardous material (as defined in the latest version of Federal Standard No. 313 including revisions adopted during the term of the contract) is required to accomplish the requirement. Following clauses will be incorporated by solicitation amendment:

- FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data

- DFARS clause 252.223-7001, Hazard Warning Labels

If the notice of hazardous materials is not submitted, the Government deems the proposal free of such materials

[End of K 1.0 HAZARDOUS MATERIAL]

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials. | Sep 2022 | | |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls. | Oct 2016 | | |
| 252.225-7042 | Authorization to Perform. | Apr 2003 | | |
| 252.225-7973 | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014) | Aug 2024 | Deviation 2024-O0014 | Aug 2024 |

**FAR Clauses Incorporated by Full Text**

| | | | | |
|---|---|---|---|---|
| **52.204-8** | **Annual Representations and Certifications. (DEVIATION 2025-O0003 and 2025-O0004)** | **(Mar 2025)** | **Deviation 2025-O0004** | **(Mar 2025)** |

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025)(DEVIATION 2025-O0003 AND 2025-O0004)

(a)
(1) The North American Industry Classification System (NAICS) code for this acquisition is336611[insert NAICS code].

(2) The small business size standard is 1300[insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)
(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [Reserved]

(xv) [Reserved]

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) [Reserved]

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

☐ (i) 52.204-17, Ownership or Control of Offeror.

☐ (ii) 52.204-20, Predecessor of Offeror.

☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [ *offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause # Title Date Change |
| --- |
| _____ |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

**DFARS Clauses Incorporated by Full Text**

| | | | | |
|---|---|---|---|---|
| **252.204-7998** | **Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)** | **(Feb 2026)** | **Alternate A Deviation 2026-O0043** | **(Feb 2026) (Feb 2026)** |

**Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)**

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management - Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (g) applies.

☐ (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [ *Contracting Officer check as appropriate.*]

☐(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐(ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

☐(iii) 252.225-7020, Trade Agreements Certificate.

☐Use with Alternate I.

☐(iv) 252.225-7031, Secondary Arab Boycott of Israel.

☐(v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

☐Use with Alternate I.

☐Use with Alternate II.

☐Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

☐ (vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov* After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification (s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS provision No. | Title | Date | Change |
|---|---|---|---|
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

# Section L - Instructions, Conditions, & Notices to Offerors or Quoters

## L 1.0 NAVSUP FLCY MSRA/ABR AGREEMENT

The Offeror shall certify that they currently hold an active U.S. Navy MSRA/ABR Agreement in the Japan Region. Offerors who do not possess a current NAVSUP FLCY MSRA/ABR Agreement shall submit a copy of their approved and active U.S. Navy MSRA /ABR Agreement as a Prime Contractor as part of the proposal package.

This solicitation is intended only for sources duly authorized to operate and do business in Japan, as prescribed by DFARS 252.225-7042. Contractors outside Japan must submit documentation that unambiguously demonstrates the Offeror's compliance with DFARS 252.225-7042 as a part of their proposal.

Note: Firms who do not possess an MSRA/ABR are ineligible for award unless adequate time exists to permit the Navy to perform an assessment of their MSRA/ABR application and to execute the applicable MSRA/ABR without impacting the vessel's availability dates. Non MARAV holders may request an application for an MSRA or an ABR by requesting an application package from: flcy_msra_abr_group@us.navy.mil.

[End of L 1.0 NAVSUP FLCY MSRA/ABR AGREEMENT]

## L 2.0 SOLICITATION AND LEGAL EFFECT OF PROPOSAL

Simplified Acquisition Procedures is used for this procurement.

The solicitation form is named "Request of Quotation (RFQ)"; however, the offerors read it as "Request for Proposal (RFP)" and submit proposal instead of quotation. The submission of a proposal constitutes an offer by the contractor that, if the Government accepts, creates a binding legal obligation.

[End of L 2.0 SOLICITATION AND LEGAL EFFECT OF PROPOSAL]

## L 3.0 - SUBMISSION OF PROPOSAL

Electronic submission of proposal is mandatory via e-mail, unless directed otherwise. In the event that it is not possible to submit your proposal via e-mail due to technical problems, call the Contract Specialist. You may submit your proposal so that it is received by the Contract Specialist and/or Contracting Officer not later than the stated deadline through the following means (in order of preference): (a) Faxed directly, (b) Hand-delivered directly, (c) Mailed directly.

The offeror is required to submit the following:

[ X ] Solicitation (SF 33) and if exists subsequent Amendment(s) (SF 30) with signature. Fill in required information and answer following provisions.

Required Provisions: 52.204-8, 252.204-7998, 252.229-7001

[ X ] Proposal Breakdown Sheet. Use Japanese Yen as the specified currency (US$ is administrative purpose only). The sheet was previously distributed by the ABR Notice. Use applicable fiscal year.

[ ] Contract Data Sheet. Submit Past Performance Information (PPI) using "Contract Data Sheet". See detail in SECTION M - Evaluation Factors for Award for detail.

[ ] Additional Technical Information. Submit additional technical information. See detail in SECTION M - Evaluation Factors for Award for detail.

[ ] Financial Data Sheet with the latest balance sheet and profit & loss statement.

[ ] IRS Form W-14, if "it is a foreign person" at FAR provision 52.229-11 and request to exclude from withholding 2% excise tax.

[ ] Other.

[End of L 3.0 SUBMISSION OF PROPOSAL]

## L 4.0 - REQUIRED PICKUP

[ ] Drawing(s) (must be returned to the contracting POC.)

[End of L 4.0 REQUIRED PICKUP]

## L 5.0 PRE-PROPOSAL QUESTIONS

Submit all questions via email to the Contracting POC no later than 10:00 (JST) on 18 Jun 2026. Submissions may be in English or a combination of Japanese and English. All questions and answers will be shared with all vendors.

[End of L 5.0 PRE-PROPOSAL QUESTIONS]

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | Jan 2017 | | |
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.237-10 | Identification of Uncompensated Overtime. | Mar 2015 | | |

**DFARS Clauses Incorporated by Reference**

**Variation**

| Number | Title | Effective Date | Alternate/ Deviation | Effective Date |
|---|---|---|---|---|
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System. | Mar 2023 | | |
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense Contractors. | Jan 2023 | | |

**FAR Clauses Incorporated by Full Text**

**52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)**

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far____https://www.acquisition.gov/dfars[Insert one or more Internet addresses]

(End of provision)

**52.252-5 Authorized Deviations in Provisions. (Nov 2020)**

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement[insert regulation name](48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**DFARS Clauses Incorporated by Full Text**

**252.211-7002 Availability for Examination of Specifications, Standards, Plans, Drawings, Data Item Descriptions, and Other Pertinent Documents. (Dec 1991)**

AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

| |
|---|
| SRF-JRMC Yokosuka Detachment Sasebo Library Code S244 A & B Third Floor, Bldg. 480 SRF-JRMC Sasebo Det., Japan |
| (Insert complete address) |

(End of provision)

# Section M - Evaluation Factors for Award

## M 1.0 CONTRACTORS LOCATED OUTSIDE JAPAN

Contractors located outside Japan that do not unambiguously demonstrate compliance with DFARS 252.225-7042 will not be eligible to receive an award. Any Offeror who do not possess an active MSRA or ABR in the Japan Region, or does not agree to execute a master agreement (MSRA/ABR) in the Japan Region before award of a job order, will not be eligible to receive an award.

[End of M 1.0 CONTRACTORS LOCATED OUTSIDE JAPAN]

## M 2.0 SINGLE or MULTIPLE AWARD

The following provision is applicable to this solicitation.

[ X ] EVAULATION OF OFFER FOR SINGLE AWARD

An offeror must quote on all items in this solicitation to be eligible for award. The Government intends to make a single award to the responsive offeror whose total offer on all items is the most advantageous to the Government considering price and other factors, if any, specified in the schedule.

[ ] EVALUATION OF OFFERS FOR MULTIPLE AWARDS

In addition to other factors, offers will be evaluated on the basis of advantages or disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating proposals, that $500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation and individual awards will be for the items or combinations of items which result in the lowest aggregate cost to the Government, including the assumed administrative costs.

[End of M 2.0 SINGLE or MULTIPLE AWARD]

## M 3.0 - EVALUATION FACTORS FOR AWARD

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer confirming to the solicitation will be most advantageous to the Government, price and/or other factors considered. The following factor(s) shall be used to evaluate offers:

**Price (Lowest Total Price)**

Award will be made to the responsible offeror who submitted the lowest total priced proposal/quotation.

The Contract Specialist conducts price analysis to evaluate proposal/quotation in response to the solicitation. The Government may determine that a proposal/quotation is unreasonable, if the price is significantly unbalanced. The Contract Specialist selects the lowest priced proposal/quotation as the awardee.

[End of M 3.0 EVALUATION FACTORS FOR AWARD]