SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N6264926QB056	09 Jun 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Arisa Hirashima	046-816-7735	23 Jun 2026 11:00 AM

9. ISSUED BY CODE N62649

NAVSUP FLT LOG CTR YOKOSUKA
PSC 473 BOX 11, FPO AP 96349-1500
FPO, AP 96349-1500
UNITED STATES
Arisa Hirashima, Email: arisa.hirashima2.ln@us.navy.mil Telephone: 046-816-7735

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238990

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Continuation

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Continuation *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Continuation

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Continuat

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)* 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* 31c. DATE SIGNED

Solicitation/Contract Form Continuation

Gantry Crane Lifting Services

Product Service Code: J039

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	GANTRY CRANE LIFTING SERVICES For USS BLUE RIDGE (LCC-19) The Contractor shall perform the services in accordance with the terms and conditions specified in the Performance Work Statement and the contract Base Period: 14 September 2026 through 5 December 2026 Pricing Arrangement: Firm Fixed Price	1	Group		
Option Line Item 1001	GANTRY CRANE LIFTING SERVICES For USS BLUE RIDGE (LCC-19) The Contractor shall perform the services in accordance with the terms and conditions specified in the Performance Work Statement and the contract Option Period I: 6 December 2026 through 13 December 2026 Pricing Arrangement: Firm Fixed Price	1	Group		
Option Line Item 2001	GANTRY CRANE LIFTING SERVICES For USS BLUE RIDGE (LCC-19) The Contractor shall perform the services in accordance with the terms and conditions specified in the Performance Work Statement and the contract Option Period II: 14 December 2026 through 20 December 2026 Pricing Arrangement: Firm Fixed Price	1	Group		
Option Line Item 3001	GANTRY CRANE LIFTING SERVICES For USS BLUE RIDGE (LCC-19) The Contractor shall perform the services in accordance with the terms and conditions specified in the Performance Work Statement and the contract Option Period III: 21 December 2026 through 28 December 2026 Pricing Arrangement: Firm Fixed Price	1	Group		

Continuation of Description

PERFORMANCE WORK STATEMENT

Gantry Crane Lifting Services
for USS BLUE RIDGE (LCC 19)

1. INTRODUCTION & BACKGROUND

This Performance Work Statement (PWS) outlines the requirements for a non-personnel services contract to acquire a gantry crane and a certified operator. The services are required by the Ship Repair Facility and Japan Regional Maintenance Center (SRF-JRMC) to support the removal of the rudder blade and rudder stock from the USS BLUE RIDGE (LCC 19), currently located in Dry-dock #6 at Yokosuka Naval Base.

The Government will not exercise supervision or control over the contractor's service providers. The contractor's personnel are accountable solely to the contractor, who is responsible to the Government for performance.

2. SCOPE OF WORK

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items necessary to perform the gantry crane services as defined in this PWS. The primary objective is to deliver a gantry crane meeting the specifications in Section 5.1 and provide a certified operator to safely and efficiently support the removal of the following ship components:

Component	Weight (lbs)	Weight (Tons)
Rudder Blade	58,700	~30
Rudder Stock	59,189	~30

3. PERIOD AND PLACE OF PERFORMANCE

3.1 Period of Performance (POP)

Base Period: 14 SEP 2026 - 05 DEC 2026 (83 days)
Option Period 1: 06 DEC 2026 - 13 DEC 2026 (8 days)
Option Period 2: 14 DEC 2026 - 20 DEC 2026 (7 days)
Option Period 3: POP: 21 DEC 2026 - 28 DEC 2026 (8 days)

3.2 Place of Performance

The work shall be performed at SRF-JRMC, Yokosuka Naval Base, Dry-dock #6

3.3 Work Hours

Normal working hours are from 0800 to 1645 Japan Standard Time (JST) with a 45-minute lunch break between 1200 and 1245.

4. GOVERNMENT AND CONTRACTOR FURNISHED ITEMS

4.1 Government-Furnished Items

SRF-JRMC will provide all necessary crane and rigging services for the operation.

4.2 Contractor-Furnished Items

The contractor shall provide all tools, equipment, and any other items necessary to deliver and operate the gantry crane to successfully execute the entire scope of work.

5. SPECIFIC TASKS & TECHNICAL REQUIREMENTS

5.1 Task 1: Provide Gantry Crane

The contractor shall provide one (1) gantry crane that meets or exceeds the following minimum requirements: TADANO Super Lifter TB-300 or equivalent

Specification	Requirement
Maximum Load Capacity	Minimum 30-tons or more capacity, effective height 7.7m (max 8.4m) and width 8.6m (distance between pillar)
Mobility	Electrical horizontal travel system/device (Lifter Travel Track: min 19m)
Functionality	Capable to jack up 30-tons above the lifting beam
Lifting	3-lifting hanger (2ea 15-ton capacity Swivel type and 1ea-30ton capacity Hook type with locking system)

5.2 Task 2: Provide Certified Operator

The contractor shall provide an operator certified to maneuver the gantry crane. The operator shall work under the direction of SRF-JRMC personnel to position and operate the gantry crane during the removal of ship components. The contractor must submit proof of certification for the operator, demonstrating completion of a formal training and qualification program for heavy-duty, self-propelled modular transporters or equivalent jacking and carrying systems. All certifications must be current and fully compliant with applicable Japanese Industrial Safety and Health Law. The Government reserves the right to validate the submitted credentials to ensure they meet the operational and safety requirements for this project.

6. COMPLIANCE

Nothing in this PWS shall relieve the Contractor from the responsibility of complying with all applicable Federal, state, local, and Japanese laws, codes, ordinances, and regulations. This includes obtaining all necessary licenses and permits required for the Contractor or its Subcontractor(s) to perform their duties.

7. PERFORMANCE REQUIREMENTS SUMMARY

The Government will use the following standards to evaluate the contractor's performance.

Performance Objective	PWS Reference	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Provide a functional gantry crane meeting all specifications.	5.1	The gantry crane provided meets all specifications outlined in the PWS.	Services meet requirements 100% of the time.	100% Inspection by Project POC.
Provide a certified operator for the gantry crane.	5.2	Operator is certified and demonstrates proficient operation of the gantry crane as directed.	Operator is certified and proficient 100% of the time.	Review of certification; Observation by Project POC.
Maintain effective communication with Government personnel.	8	Contractor maintains close liaison and provides timely and accurate communication.	Communication meets requirements 95% of the time, with no more than one valid complaint per week.	Review of performance by Project POC; Customer Complaint.

8. Points of Contact (POC)

Role	Name	Phone	Email
Project POC - USCS Project Manager	TBD		
Project POC - USCS Project Superintendent	TBD		
Project POC - MLC Project Superintendent	TBD		
Project POC - MLC Project Superintendent	TBD		
Technical POC	TBD		
Financial POC	TBD		

9. NON-NAVY OWNED CRANES

The following is a list of minimum requirements that contractors shall comply with for all contracts that may result in the use of a crane for the accomplishment of work.

(a) The contractor shall notify the contracting officer, in advance, of the intent of bringing a non-Navy owned crane onto a Navy shore installation. All entries shall be through a prearranged entry point.

(b) The contractor shall comply with the applicable American Society of Mechanical Engineers (ASME) standards (e.g., B30.5 for mobile cranes, B30.22 for articulating boom cranes, B30.3 for construction tower cranes, and B30.8 for floating cranes). For barge mounted mobile cranes, a load indicating device, a wind indicating device, and a marine type list indicator readable in one-half degree increments are required. In addition, the contractor shall comply with specific naval crane safety and operation regulations/standards specifically required by the Navy shore installation and state or local Government.

(c) The contractor shall certify that the crane and rigging gear meets applicable Occupational Safety and Health Administration (OSHA) regulations by providing a Certificate of Compliance. The Certificate, figure P-1, appendix P-1 of Naval Facilities Engineering Command (NAVFAC) P-307 "Management of Weight Handling Equipment", can be downloaded from the NAVFAC Naval Crane Center website, https://ncc.navfac.navy.mil/Portals/73/Documents/NCC/Main/P307/P-307%20JANUARY%202025.pdf?ver=MbCAnJBDVM0Dr5lFhm89Fw%3d%3d. The contractor must cite which OSHA regulations are applicable, e.g., cranes used in cargo transfer shall comply with 29 CFR 1917; cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926; cranes used in shipbuilding, ship repair, or shipbreaking shall comply with 29 CFR 1915. For cranes at Naval activities in foreign countries, the contractor shall certify that the crane and rigging gear conform to the appropriate host country safety standards. The contractor shall also certify that all of its crane operators working in the naval activity have been trained not to bypass safety devices (e.g., anti-two block devices) during lifting operations. The Certification of Compliance form shall be posted on the crane.

(d) For mobile cranes with original equipment manufacturer (OEM) rated capacities of 50,000 pounds or greater, the crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a Government agency, or an organization that tests and qualifies crane operators). Proof of current qualification shall be provided.

(e) The contractor shall certify that the crane operator is qualified and trained for the operation of the crane to be used. Certification appendix P-1, figure P-1, of NAVFAC P-307, see paragraph (c) above.

(f) The contractor shall provide a critical lift plan for each of the following lifts: lifts over 75 percent of the capacity of the crane or hoist (lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall include the following as applicable:

1) The size and weight of the load to be lifted, including crane and rigging components that add to the weight. The OEM's maximum load capacities for the entire range of the lift shall also be provided.
2) The lift geometry, including the crane position, boom length and angle, height of lift, and radius for the entire range of the lift. This applies to both single and tandem crane lifts.
3) A rigging plan, showing the lift points, rigging gear, and rigging procedures.
4) The environmental conditions under which lift operations are to be stopped

5) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).
6) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated lists and trim. The amount of list and trim shall be within the crane manufacturer's requirements.

(g) Contractors shall notify the contracting officer as soon as practicable, but no later than four hours after any weight handling equipment (WHE) accident (see definition in NAVFAC P-307, section 12). The contractor shall secure the accident site and protect evidence until released by the contracting officer. The contractor shall conduct an accident investigation to establish the root cause(s) of any WHE accident. Crane operations shall not proceed until the cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer.

(h) The contractor shall provide the contracting officer within 30 days of any accident a Weight Handling Equipment Accident Report using the form provided in NAVFAC P-307, section 12, consisting of a summary of circumstances, an explanation of causes(s), photographs (if available), and corrective actions taken. These notifications and reporting requirements are in addition to those promulgated by OPNAVINST 5100.23 and related claimant instructions.

(End of PWS)

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.

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.

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.

Requirements

Gantry Crane Lifting Services

Continuation of Packaging and Marking

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: The POC or their designated representative shall inspect and accept the services. DoDAAC: N62758 CountryCode: USA SRF AND JRMC YOKOSUKA PSC 473 BOX 8, FPO AP 96349 FPO, AP 96349 UNITED STATES Bryan Koike, C1209 Business and Strategic Planning Office Email: bryan.j.koike.civ@us.navy.mil Telephone: +81-468-16-4414
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: The POC or their designated representative shall inspect and accept the services. DoDAAC: N62758 CountryCode: USA SRF AND JRMC YOKOSUKA PSC 473 BOX 8, FPO AP 96349 FPO, AP 96349 UNITED STATES Bryan Koike, C1209 Business and Strategic Planning Office Email: bryan.j.koike.civ@us.navy.mil Telephone: +81-468-16-4414
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: The POC or their designated representative shall inspect and accept the services. DoDAAC: N62758 CountryCode: USA SRF AND JRMC YOKOSUKA PSC 473 BOX 8, FPO AP 96349 FPO, AP 96349 UNITED STATES Bryan Koike, C1209 Business and Strategic Planning Office Email: bryan.j.koike.civ@us.navy.mil Telephone: +81-468-16-4414
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: The POC or their designated representative shall inspect and accept the services.

	DoDAAC: N62758 CountryCode: USA SRF AND JRMC YOKOSUKA PSC 473 BOX 8, FPO AP 96349 FPO, AP 96349 UNITED STATES Bryan Koike, C1209 Business and Strategic Planning Office Email: bryan.j.koike.civ@us.navy.mil Telephone: +81-468-16-4414

Continuation of Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 14 Sep 2026 To 05 Dec 2026	1 Group	Place of Performance DoDAAC: N62758 CountryCode: USA SRF AND JRMC YOKOSUKA PSC 473 BOX 8, FPO AP 96349 FPO, AP 96349 UNITED STATES Bryan Koike, C1209 Business and Strategic Planning Office Email: bryan.j.koike.civ@us.navy.mil Telephone: +81-468-16-4414
Option Line Item 1001	Period of Performance From 06 Dec 2026 To 13 Dec 2026	1 Group	Place of Performance DoDAAC: N62758 CountryCode: USA SRF AND JRMC YOKOSUKA PSC 473 BOX 8, FPO AP 96349 FPO, AP 96349 UNITED STATES Bryan Koike, C1209 Business and Strategic Planning Office Email: bryan.j.koike.civ@us.navy.mil Telephone: +81-468-16-4414
Option Line Item 2001	Period of Performance From 14 Dec 2026 To 20 Dec 2026	1 Group	Place of Performance DoDAAC: N62758 CountryCode: USA SRF AND JRMC YOKOSUKA PSC 473 BOX 8, FPO AP 96349 FPO, AP 96349 UNITED STATES Bryan Koike, C1209 Business and Strategic Planning Office Email: bryan.j.koike.civ@us.navy.mil Telephone: +81-468-16-4414
		1 Group	Place of Performance DoDAAC: N62758 CountryCode: USA

Option Line Item 3001	Period of Performance From 21 Dec 2026 To 28 Dec 2026		SRF AND JRMC YOKOSUKA PSC 473 BOX 8, FPO AP 96349 FPO, AP 96349 UNITED STATES Bryan Koike, C1209 Business and Strategic Planning Office Email: bryan.j.koike.civ@us.navy.mil Telephone: +81-468-16-4414

Continuation of Accounting and Appropriation Data

Contract Clauses

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.	Dec 2016		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Jan 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	Apr 2024		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Jan 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Jan 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Jan 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Nov 2022		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Dec 2022		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	May 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Nov 2018		
252.232-7010	Levies on Contract Payments.	Nov 2006		
252.247-7023	Transportation of Supplies by Sea.	Sep 2024		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Dec 2022		
252.204-7022	Expediting Contract Closeout.	Apr 2021		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Aug 2011		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Dec 2022)

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.

___

(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.

___

(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	____
Issue By DoDAAC	____
Admin DoDAAC	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____

DCAA Auditor DoDAAC	___
Other DoDAAC(s)	___

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(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.

___

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

203.1106-1(3-18) SUPTXT 203.1106-1 (3-18) NAVY USE OF ABILITYONE SUPPORT CONTRACTOR - RELEASE OF OFFEROR INFORMATION (Dec 2023)

NAVSUP FLC Yokosuka may utilize contractor support through the AbilityOne Program, as needed, to perform contract closeout functions for this acquisition. Information, including business sensitive/confidential or proprietary data, that the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the AbilityOne Program support contractor personnel during the course of its contract performance. The information that may be made available to the support contractor may include, for example, pricing and technical proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data/information.

By submission of a proposal in response to this solicitation, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government's AbilityOne Program support contractor personnel in order to perform close out services. Prior to the release of any such information to the support contractor, the support contractor will have in place with the Government a Non-Disclosure/Non-Use Agreement in accordance with the terms of the AbilityOne Program support contract.

Offerors may execute their own Non-Disclosure Agreement with the AbilityOne Program (AbilityOne contact information available from the contracting point of contact). The support contractor must provide copies of the executed agreements to the Contracting Officer and the Contracting Officer's Representative (COR) for the support contract; and the offeror/contractor for this acquisition must provide copies of the executed Agreement to the Contracting Officer for this acquisition. If the offeror/contractor seeks such a Non-Disclosure Agreement with the AbilityOne Program support contractor, the Agreement must be executed no later than the date of final delivery under the resulting NAVSUP FLC Yokosuka contract.

204-9400(05-24) SUPTXT204-9400(05-24) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (Dec 2023)

(a) Insert the following, as applicable, in full text in all solicitations and contracts (including commercial acquisitions) Statement of Work (SOW) or Performance Work Statement (PWS) under the Schedule of Supplies/Services.

To submit recommended contract language to be incorporated into the Naval Supply Systems Command (NAVSUP) Contracts Handbook (CH) as NAVSUP component text, the language must not meet the requirements for a regulation clarification or change. All submissions (utilizing the text template on Contracting Knowledge Site (CKS)) should be reviewed and approved by the activity's Chief of the Contracting Office (CCO) prior to submission.

(1) SUPTXT204-9400 (05-24) Prescription and Alternative Language

The following shall be inserted in full text in all solicitations and contracts (including commercial acquisitions) which require contractor unclassified access to federally controlled facilities, sensitive information, Information Technology (IT) systems or protected health information. For commercial acquisitions, this text shall be incorporated into either the SOW or PWS.

* Consult with your CSM and ISSM/IAM for local policy when Authorized User (non-sensitive) access is required for non-U.S. citizens outside the U. S.

** Alternative language which may be included as appropriate:

Contractor and all Contractor employees with access to or responsibility for XXXXXX of this contract shall comply with DoD Directive 8500.1E IA, DoDI 8510.01 Risk Management Framework (RMF) for DoD IT, DoD Directive 5400.11 DoD Privacy Program, DoD 5200.2-R Personnel Security Program and HSPD 12

X.1 Be CAC ready at the properly designated IT System Level

X.2 At minimum, all contractor employees must possess/maintain the required background investigation as determined by the PDT and/or IT access user level. This requirement is critical in order to access the government data base systems It is the contractor's responsibility to ensure that 100% of the contractor employees have the ability to acquire a favorably adjudicated background investigation. In addition, interim approval of clearances is not authorized.

X.3 Be citizens of the U.S

X.4 If at any time, any contractor employee requiring a Common Access Card (CAC) is unable to possess/maintain the required adjudicated background investigation, the contractor shall immediately notify the NAVSUP COR to coordinate removal of such a person from work under this contract.

X.5 Contractor employees with access to or responsibility for nonpublic government data under this contract must comply with HSPD-12 Personal Identity Verification (PIV) issuance requirements, known as the CAC.

(1) 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) five (5) 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.

Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

Addendum to Contract Clauses

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Jan 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Jan 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Jan 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Mar 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Nov 2014		
52.225-14	Inconsistency between English Version and Translation of Contract.	Jan 2000		
52.232-18	Availability of Funds.	Mar 1984		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Jan 2026		
52.247-34	F.o.b. Destination.	Dec 1990		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7008	Assignment of Claims (Overseas).	May 1997		
252.233-7001	Choice of Law (Overseas).	May 1997		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Dec 2022		
252.222-7002	Compliance with Local Labor Laws (Overseas).	May 1997		
252.225-7041	Correspondence in English.	May 1997		
252.225-7048	Export-Controlled Items.	May 2013		
252.243-7001	Pricing of Contract Modifications.	Nov 1991		
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Jul 2024	Deviation 2024-O0014	Aug 2024
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	Jan 2026	Deviation 2026-O0015	Jan 2026

FAR Clauses Incorporated by Full Text

52.217-9 Option to Extend the Term of the Contract. (Feb 2000)

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 106 days.

(End of clause)

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

52.252-2 Clauses Incorporated by Reference. (Jan 1998)

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

DFARS Clauses: https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Oct 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 DFARS (48 CFR Chapter 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

252.225-7963 Antiterrorism/Force Protection for Defense Contractors Outside the United States. (DEVIATION 2026-O0041) (Jan 2026) Deviation 2026-O0041 (Feb 2026)

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (DEVIATION 2026-O0041) (FEB 2026)

(a) *Definition*. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U. S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

225-9401(4-22) SUPTXT225-9401(4-22) JAPANESE CONCILIATION PROCEDURES (Dec 2023)

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 local text shall not prejudice any right which the parties to the contract may have to file a civil suit.

243-9400(1-92) SUPTXT243-9400(1-92) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (Dec 2023)

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 Contracting Officer is: **NAVSUP FLCY Warranted Contracting Officer, Ashore Contracts Branch, Contracting Department (Code 200).**

List of Contract Documents, Exhibits, or Attachments

Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Jan 2026		

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.	Aug 2022		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Feb 2023		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	Apr 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	May 2023		

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

NOTE

1. This solicitation is intended only for sources duly authorized to operate and do business in Japan, as prescribed by DFARS 252.225-7042. Prime Contractors outside of Japan must submit documentation that unambiguously demonstrates the Quoter's compliance with DFARS 252.225-7042 (e.g. proof of incorporation) as part of their quotation.

2. The Government reserves the right to consider only those quotes that adhere to the instructions provided in the solicitation. Submissions that omit required information, contain ambiguities, or are incomplete may not be considered.

3. Quotation for this solicitation must be on an "ALL or NONE" basis. Partial or incomplete quotations are ineligible for award. Award will be made to the responsible quoter which is considered the most advantageous to the Government.

4. All Contract Line Item Number (CLINs) shall have a firm-fixed unit price (FOB Destination, Door-to-Door).

5. Quoters are reminded of the requirements associated with subcontracting with contractors that are debarred, suspended or proposed for debarment contained at FAR 52.209-6. As with all FAR requirements, please ensure you are familiar with those requirements prior to submitting your quotation.

REQUEST FOR CLARIFICATION

Quoters may request clarification of any specification or contract term. No verbal requests for information will be accepted by the Contracting Officer or his/her Technical Representative. Quoter's questions must be submitted to the Contract Specialist in writing via email: arisa.hirashima2.ln@us.navy.mil. All requests for clarification on the solicitation shall be emailed to the Contract Specialist by Monday, 15 June 2026, 11:00 A.M. Japan Standard Time.

SUBMISSION OF QUOATIONS

The quoter is required to submit a quotation in the following quantities:

- SF 1449 (Solicitation No.: N6264926QB056) signed - One copy.
- SF 30 Amendments signed, if applicable - One copy.
- Detailed price breakdown of the quotation - One copy.
- Published price list, if available - One copy.
- Any additional documentation specified in the solicitation, as applicable.

Evaluation - Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Jan 2026)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Technical - capability of the products or services offered to meet the agency's needs

Price - lowest price quote

Note: The Government will award on the basis of technical and price unless the Contracting Officer is aware of past performance information related to the low price quoter which indicates that quoter may not be most advantageous to the Government. In that case, the Government reserves the right to consider the past performance of other quotes and award to other than the lowest price quote.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Addendum to Evaluation - Commercial Product and Commercial Services

Offeror Representations and Certifications - Commercial Products and Commercial Services

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Aug 2024		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Dec 2016		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Jan 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Jan 2026		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Jan 2026		
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	Jan 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	Jul 2024	Deviation 2024-O0014	Aug 2024
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	Jul 2018	Deviation 2018-O0019	Aug 2018

FAR Clauses Incorporated by Full Text

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038) (Jan 2026)

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395 (b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038) (Jan 2026)

REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2026) (DEVIATION 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.225-17 Evaluation of Foreign Currency Offers. (Jan 2000)

Evaluation of Foreign Currency Offers (Feb 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using FY26 Budget Exchange Rate of JPY 150.4415 / USD 1.00 in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures-

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (Jan 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):

FAR Clauses: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

DFARS Clauses: https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Oct 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 DFARS (48 CFR Chapter 2) 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

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