SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N6264926RA067	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		

7. ISSUED BY CODE N62649

NAVSUP FLT LOG CTR YOKOSUKA
PSC 473 BOX 11, FPO AP 96349-1500
FPO, AP 96349-1500
UNITED STATES
Kazuo Takamura, Email: kazuo.takamura.ln@us.navy.mil Telephone: 315-243-6187

8. ADDRESS OFFER TO *(If other than item 7)*

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in E-mail until 10:00 AM *(Hour)* local time 28 Aug 2026 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	Kazuo Takamura	315	243-6187		kazuo.takamura.ln@us.navy.mil

11. TABLE OF CONTENTS

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause Number 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER				17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT:
☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ITEM

24. ADMINISTERED BY *(If other than Item 7)*

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 12/2022)
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

Created On:
11 Aug 2026, 06:44 AM Greenwich Mean Time

Section A - Solicitation/Contract Form

FY26 SEARAY BARGE OVERHAUL, C984

Product Service Code: J999

MASTER AGREEMENT FOR THE REPAIR AND ALTERATION OF VESSELS (MARAV): In the event the successful offeror possesses a Master Agreement for Repair and Alteration of Vessels (MARAV) with the U.S. Navy in the form of either a Master Ship Repair Agreement (MSRA) or an Agreement for Boat Repair (ABR), 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.

MSRA/ABR Number: _____

Firms who do not possess an active U.S MSRA/ABR as a Prime Contractor are ineligible for award. Non MSRA /ABR holders may request an application for an MSRA or an ABR certification by requesting an application package from: flcy_msra_abr_group@us.navy.mil. Please note that the MSRA/ABR Certification process may require a year to complete. This solicitation is intended only for sources duly authorized to operate and do business in Japan as prescribed by DFARS 252.225-7042.

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

The contractor is required to submit an itemized breakdown of the total price proposal using Attachment II Price Proposal Breakdown Sheet provided in Section J.

Failure to properly complete and submit Attachment II by the specified closing date may cause rejection of the proposal. Note: Award will be made in Japanese Yen (JPY) - The U.S. Dollar amounts shown are for the Government administrative purposes only. FY26 Budget Exchange Rate of JPY 150.4415 per USD 1.00 applies. Below is the Contract Price in United States Dollar (USD):

CLIN 0001: _____USD

TOTAL PRICE: _____USD

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	The contractor shall accomplish the work specification package as outlined in the provided drawings and specification in Section C, and as attached in Section J ATTACHMENT (I). The contractor will be responsible for ship repair work to include providing the necessary management, scheduling, testing, quality assurance, technical documentations to support the SEARAY BARGE FY26 Overhaul. Pricing Arrangement: Firm Fixed Price	1	Job		

Section C - Description/Specifications/Statement of Work

Statement of Work (SOW)

FY26 SEARAY BARGE OVERHAUL, C984

1. General

The Contractor shall accomplish overhaul work for Searay Barge (Large) (hereinafter referred to as "the barge") that is moored at around Dry Dock No. 2, U.S. Naval Ship Repair Facility and Japan Regional Maintenance Center (SRF-JRMC), Yokosuka.

2. Reference

The Contractor shall refer to the following standard documents to accomplish the work to the extent specified herein.

(1) The Code of Federal Regulation

a. 29 CFR 1910 - Occupational Safety and Health Standards

b. 29 CFR 1915 - Occupational Safety and Health Standards for Shipyard Employment

(2) Japan Environmental Governing Standards (JEGS)

(3) The Society for Protective Coatings (SSPC), Joint Surface Preparation Standard

3. Enclosures

(1) Upper Deck Plan
(2) Forward End Shell Plating (Starboard)
(3) Side Shell Plating (Starboard)
(4) After End Shell Plating (Starboard)
(5) Bottom Plating (Port)
(6) Bottom Plating (Starboard)
(7) Upper Fender Bracket

4. Principal dimensions of the barge

(1) Length overall: 15.0m
(2) Width: 12.0m
(3) Depth: 3.0m
(4) Draft (Designated): 1.5m

5. Requirements

The Contractor shall accomplish overhaul work listed in Paragraphs 5.(1) through 5.(6). See Enclosures (1) through (7) for details.

(1) Towing

Tow the barge to and from the contractor's facility. Obtain permission from CFAY Port Operation prior to the towing.

(2) Visual Inspection

a. Exterior

Accomplish visual inspection to fittings, underwater hull, boot top, and freeboard for structural integrity, deterioration, pitting, cracks, and area of damage or distortion and submit report for the result of visual inspection. The inspection shall be accomplished after hull blast cleaning listed in Paragraphs 5.(6).a and 5.(6).b.

b. Interior

Accomplish visual inspection to six (6) each of ballast tank for structural integrity, deterioration, pitting, cracks, and area of damage or distortion and submit report for the result of visual inspection.

(3) Repair Work

a. Forward end shell, side shell, after end shell, and bottom plating

Straighten and fair up deformed portion of side shell and bottom plating listed in Enclosures (2) through (6). Preservation of disturbed exterior and interior surfaces caused by the repair shall be covered by Paragraph 5.(6).

b. Upper fender bracket

Remove and reinstall existing fender as interference. Straighten and fair up deformed portion of upper fender bracket listed in Enclosure (7). Preservation of disturbed exterior and interior surfaces caused by the repair shall be covered by Paragraphs 5.(6).a and 5.(6).c.

(4) Replacement Work

a. Zinc anode on exterior surface of underwater hull

Remove existing and install new eighteen (18) each of zinc anodes with studs and putty on exterior surface of underwater hull area. Inspect and submit report for the condition of all existing zinc anodes with the zinc location. Government will provide eighteen (18) each of zinc anode and thirty-six (36) each of stud. Preservation of disturbed exterior and interior surfaces caused by the repair shall be covered by Paragraphs 5.(6).b and 5.(6).c.

(5) Cleaning

a. Zinc Anode on interior surface of six (6) each of ballast tanks

Remove, inspect, clean, and reinstall all existing zinc anodes on interior of forward end shell plating, side shell plating, and after end shell plating. Submit report for the result of inspection with the zinc location.

(6) Preservation

a. Entire exterior surface of freeboard

Remove nearly all of existing coating, rust, and soluble salts (e.g chlorides and sulfates) on entire freeboard including all fender brackets. Near-White blast clean shall be required for the freeboard prior to the preservation in accordance with SSPC SP-10 or equivalent. An appropriate marine grade paint (see below) shall be applied to the preservation. Preserved surfaces retentive service life shall be more than ten (10) years. Apply temporally primer when the bare metal will be exposed long time or becoming rusty is expected.

1st Primer: EPICON ZINC RICH B-2, 18m

2nd Primer: BANNO 500 gray, 100m

Top coat : UNY MARINE haze gray, 25m

b. Entire exterior surface of underwater hull and boot top

Remove nearly all of existing coating, rust, and soluble salts (e.g chlorides and sulfates) on entire underwater hull and boot top. Near-White blast clean shall be required for the underwater hull and boot top prior to the preservation in accordance with SSPC SP-10 or equivalent. An appropriate marine grade and same color paint (see below) as existing shall be applied to the preservation. Apply additional AF (black) paint to the underwater hull and boot top. Preserved surfaces retentive service life shall be more than ten (10) years. Apply temporally primer when the bare metal will be exposed for a long time or if there is a risk of rusting.

1st Primer: EPICON ZINC RICH B-2, 18m

2nd Primer: BANNO 500 Light gray, 100m

Binder coat: CMP AC S, 40m

Top coat (1st layer): SEA TENDER 20 Black, 75m

Top coat (2nd layer): SEA TENDER 20 Blown, 75m

Top coat (3rd layer): SEA TENDER 20 Black,, 75m

c. Partial interior surface of six (6) each of ballast tank

Remove existing coating, rust, and soluble salts (e.g chlorides and sulfates) from damaged paint surface on side shell, forward end shell, after end shell, and bottom plating including the area of touch up paint for the repair and replacement listed in Paragraphs 5.(3) and 5.(4) a minimum of 200 square feet. Power tool clean shall be required for the interior surface prior to the preservation in accordance with SSPC SP-11 or equivalent. An appropriate marine grade and same color paint as existing shall be applied to the preservation.

6. Administration

(1) Post award meeting

The Contractor shall conduct post award meeting for schedule. The Contractor shall contact Technical Point of Contact (TPOC) and inform the person in charge within 15 working days after contract award.

(2) Document submission

The Contractor shall submit the documents that are listed in ***Submittals*** to the TPOC by the deadline. The Government will accept or return with comments within ten (10) working days after receipt from the Contractor. The Contractor shall not proceed the work before Government approval.

(3) Period of Performance (POP)

The Contractor shall complete this contract within the following POP. This long-term POP is for taking into account duty of the Barge. Therefore the Contractor shall effort to complete this contract without undue delay.

a. POP: 9/21/2026 to 4/15/2027

(4) Safety

The Contractor shall have responsibility for safety working. Field supervisor shall conduct and record a safety brief meeting with workers prior to start work every working day. The Government will request submitting safety brief meeting record as necessary. All the arranged personnel by contractor shall equip proper PPE (Personal Protective Equipment) during stay at site in accordance with Reference (1).

(5) Disposal and Environments

The Contractor shall dispose industrial waste derived from all this contracted works. The Contractor shall prepare protections for spillage, leakage, spread out and/or exposure of hazardous material in accordance with Reference (2).

(6) Warranty

The Contractor has responsibility to guarantee for maintenance work of this Contract for ninety (90) days after the day of completion.

(7) Management of Scope and Unforeseen Work

During the execution of these repairs, it is anticipated that unforeseen damage or "growth work" may be discovered. Any condition identified by the Contractor that requires effort outside this baseline scope must be formally documented via a Condition Found Report (CFR) and validated by the TPOC. The Contractor is strictly prohibited from commencing any out-of-scope work, or incurring additional costs, without a fully executed contract modification explicitly authorized in writing by the Contracting Officer.

7. TPOC

HIRUTA Ryouta, SRF-JRMC Yokosuka, Code 981

Phone No.: 243-4105

E-mail: Ryouta.Hiruta.ln@us.navy.mil

Note: Please refer to Section J Attachment (I) and Exhibits (Contract Data Requirements List) for the required submittals.

Requirements
FY26 SEARAY BARGE OVERHAUL, C984

Section D - Packaging and Marking

Section E - Inspection and Acceptance

E-1.0 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.

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.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-1	Contractor Inspection Requirements.	Apr 1984		

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N62758 CountryCode: JPN SRF AND JRMC YOKOSUKA PHONE 011-81-46-816-9177, 1 CHOME HON CHO BLDG A61 YOKOSUKA 238-0041 JAPAN Mr. Ryouta Hiruta, SRF-JRMC Yokosuka, Code 981 Email: Ryouta.Hiruta.ln@us.navy.mil

Section F - Deliveries or Performance

F-1.0 Time of Performance:

Contractor Work Start Date: 21 September 2026

Contractor Work Completion Date: 15 April 2027

F-2.0 Place of Performance: The performance of all work set forth in SECTION B shall be accomplished at Contractor's facility.

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Period From 21 Sep 2026 to 15 Apr 2027 Period of Performance From 21 Sep 2026 To 15 Apr 2027	1 Job	Ship To DoDAAC: N62758 CountryCode: JPN SRF AND JRMC YOKOSUKA PHONE 011-81-46-816-9177, 1 CHOME HON CHO BLDG A61 YOKOSUKA 238-0041 JAPAN Mr. Ryouta Hiruta, SRF-JRMC Yokosuka, Code 981 Email: Ryouta.Hiruta.ln@us.navy.mil

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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.

N/A

(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 2in1

(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	HQ0907
Issue By DoDAAC	N62649
Admin DoDAAC	N62649
Inspect By DoDAAC	N/A
Ship To Code	N62758
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N62758
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

*(*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.

Miyuki Hiwatari (miyuki.hiwatari.ln@us.navy.mil), Kayo Oobayashi (kayo.oobayashi.ln@us.navy.mil)

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

(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.

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.

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.

H-4.0 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."

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.

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.

Section I - Contract Clauses

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(s) are:

NAME: All Authorized NAVSUP Fleet Logistics Center Yokosuka (FLCY) Contracting Officers

ADDRESS: CONTRACTING DEPARTMENT (CODE 200)

NAVSUP FLCY

PSC 473 BOX 11

FPO AP 96349-0011

TELEPHONE: DSN: 315-243-6908 / COMM 011-81-46-816-6908

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		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
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		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	Feb 2026	Deviation 2025-O0004	Mar 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-18	Availability of Funds.	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)	Feb 2026		
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		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
	Subcontracts for Commercial Products and Commercial Services. (Deviation			

52.244-6	2026-O0038)	Apr 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	Apr 2026	Deviation 2025-O0003	Mar 2025
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984		

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		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2026-O0025)	May 2024	Deviation 2026-O0025	Jun 2026
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
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		
252.225-7021	Trade Agreements.	Feb 2024		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7962	Vendor Threat Mitigation Support to Operations. (DEVIATION 2026-O0051)	Jun 2026	Deviation 2026-O0051	Jun 2026
252.225-7975	Additional Access to Contractor and Subcontractor Records. (DEVIATION 2026-O0051)	Jun 2026	Deviation 2026-O0051	Jun 2026
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		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	Feb 2026	Deviation 2026-O0025	Feb 2026
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	Feb 2026	Deviation 2026-O0015	Feb 2026
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.223-3 Hazardous Material Identification and Safety Data. (Deviation 2026-O0038) (Feb 2026)

HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2026) (DEVIATION 2026-O0038)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*)	Identification No.
_____	_____

___	___
___	___

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 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):

Revolutionary FAR Overhaul - https://www.acquisition.gov/far-overhaul/far-part-deviation-guide ____ DFARS Revolutionary FAR Overhaul Class Deviations - https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html[Insert one or more Internet addresses]

(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 DFARS[insert regulation name] (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

252.223-7001 Hazard Warning Labels. (Dec 1991)

HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

242-9405 SUPTXT242-9405 EXPEDITING CONTRACT CLOSEOUT (Jan 2024)

SUPTXT242-9405 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.

Section J - List of Attachments

Attachment (I) Work Specification(s) for Statement of Work (SOW)

Attachment (II) Proposal Breakdown Form (Contractor Response Required)

Attachment (III) Request for Information Sheet

Attachment (IV) Government Furnished Property (GFP-GFM listings)

Attachment (V) Warranty Tracking Information

Attachment (VI) Source of Repair Instruction

Exhibits: Contract Data Requirements List (CDRL):

SOW a. (1) Working Plan.pdf
SOW a. (2) Repair Plan.pdf
SOW a. (3) Paint Schedule.pdf
SOW a. (4) Material List.pdf
SOW a. (5) Work Schedule.pdf
SOW b. (1)(2) Inspect Test Repor.pdf
SOW b. (3) Condition Report.pdf
SOW c. (1) Work Summary.pdf
SOW c. (2) Details of Working.pdf
SOW c. (3) Final Material List.pdf
SOW c. (4) Final Inspection Report.pdf
SOW c. (5) Final Condition Report.pdf

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 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.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

> The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

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 GENERAL INSTRUCTIONS

The Task Group Instructions (TGIs), drawings and references will be provided via the Government's Department of Defense (DoD) Secure Access File Exchange (SAFE) web-based file transfer service. DoD SAFE is a secure Government repository which enables the sharing of large files which cannot be transmitted via email. The full user guide for DoD SAFE can be found in the following URL (https://safe.apps.mil/help/dod-safe-help.hml). Any offeror intending to provide a proposal to this solicitation shall request access by sending an email to the following personnel serving as the point of contact for this procurement:

Points of Contact (POC):

Peter Arrieta (peterjommel.s.arrieta.ln@us.navy.mil), Contracting Officer

Kazuo Takamura (kazuo.takamura.ln@us.navy.mil), Contract Specialist

The Offeror will be required to hold an active U.S. Navy MSRA/ABR Agreement by the proposal submission date in order for their offer to be considered. Non MSRA/ABR holders may request an application for an MSRA or an ABR certification by requesting an application package from: flcy_msra_abr_group@us.navy.mil. Please note that the MSRA/ABR Certification process may require a year to complete.

The following are the general instructions:

A. The Offeror must respond to all requirements of the solicitation and not alter or rearrange the solicitation. The Offeror is advised that the Government may incorporate any portions of the Offeror's proposal into the resulting contract.

B. *Questions*: Offerors may submit questions in writing via email to the following points of contact listed above. All questions shall be submitted using Attachment (III) Request for Information (RFI) provided with this solicitation. Questions shall be submitted no later than **24 Aug 2026 12:00 PM** Japan Standard Time (JST), to ensure the Government is able to adequately address and respond to questions submitted.

C. *Proposal Validity*: Offerors shall fill in block 12 in front page of Standard Form 33 (SF 33) with 90 days. If an offeror fails to fill in block 12, the proposal will be presumed to be valid for 90 days.

D. *Amendments*: The Government may revise the solicitation at any time by means of an Amendment. Any solicitation amendments and all related documents will be released electronically via email.

E. *Subcontracting*: Offerors 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 proposal.

F. If any Long Lead Time Material (LLTM) is identified by the offeror during this period, the offeror shall notify the Government through an RFI.

G. Offerors shall include all anticipated testing work/T-Phase, to include testing work for anticipated standard interference work in your proposal.

H. The Government intends to award without discussions but reserves the right to conduct discussions if necessary. Therefore, offerors are encouraged to submit their best offer from a price standpoint.

I. *Ship Check*: To schedule a ship check, offerors shall email a request for a ship check to the POC listed above. Participants will be provided additional information to the ship check and will be subject to security, safety, and other applicable regulations established by CFAY Naval base, SRF-JRMC, and the Commanding Officer of the Ship.

J. In accordance with DFARS Clause 252.246-7006 and DFARS PGI 246-710-70, Offerors will be required to complete and submit ATTACHMENT (IV) listed in Section J as part of their proposal package and ATTACHMENT (V) shall be completed no later than when the warranted items are presented for receipt and/or acceptance.

L-2.0 SUBMISSION OF PROPOSALS

A. *Proposal Due Date*: All copies of proposals shall be received by the Government no later than the date specified in SF33 block 9 (Front Page) of the Solicitation.

B. *Electronic Submission*: Offerors are instructed to submit their proposal electronically via email to the personnel serving as POC for this procurement. Other submission methods WILL NOT be accepted. In the event that it is impossible to submit

the proposal via email due to file size limitations, offerors are instructed to request a drop-off from the POC and submit the proposal via DoD SAFE.

C. *Proposal Format*: For electronic copies, the files shall be in the format that is compatible with and capable of being opened with Microsoft Office Suite 2016 or Adobe Acrobat Reader 2017. The entire content of the proposal shall be in English. If any required document is written in a language other than English (e.g. Japanese), the offerer shall make effort to provide an English translation.

L-3.0 PROPOSAL CONTENT

The offeror is required to submit the following:

A. *Solicitation (SF 33)*: The Offeror shall submit one copy of the completed SF33 with blocks 12 through 18 completed as well as all sections (e.g. Section K) with applicable fill-ins. Submission of a signed offer to the Government constitutes agreement and acceptance of the solicited terms and conditions.

B. *Solicitation Amendment (SF 30)*: If applicable, the Offeror shall submit one copy of all acknowledged SF30 by completing and signing block 15.

C. *Price Summary*: Offerors shall submit the fully completed price proposal utilizing Attachment (II) "Proposal Breakdown Form" of Section J. Offerors shall also submit vendor quote's associated with Attachment (II).

D. *Current MSRA or ABR Certification*: Offerors who do not possess a current NAVSUP FLCY MSRA/ABR Agreement will be required to submit a copy of an approved/active U.S. Navy MSRA/ABR Agreement as a Prime Contractor as part of the proposal package.

E. 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 (e.g., proof of incorporation) as part of their proposal.

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		
52.214-34	Submission of Offers in the English Language.	Apr 1991		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation 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):

Revolutionary FAR Overhaul - https://www.acquisition.gov/far-overhaul/far-part-deviation-guide____DFARS Revolutionary FAR Overhaul Class Deviations - https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html[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 DFARS[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)

Section M - Evaluation Factors for Award

M-1.0 GENERAL

Award will be made to the responsible, technically acceptable offeror, whose proposal, conforming to the solicitation, offers the lowest evaluated price. The Government intends to award without discussions with Offerors, but reserves the right to conduct discussions if determined to be in the best interest of the Government. Therefore, Offerors are encouraged to submit their best offer from a price standpoint. The Government intends to award one (1) contract as a result of this solicitation.

M-2.0 BASIS FOR AWARD

Price has a dominant role in source selection and technical tradeoffs will not be made. As such, no additional credit will be given for exceeding the minimum requirements. Proposals are evaluated simply as either acceptable or unacceptable.

To be eligible for award, the Offeror shall meet the following criteria:

- Offer a total evaluated price determined to be fair and reasonable by the Contracting Officer;
- Obtain a rating of "Acceptable" under Factor 2, Technical Acceptability;
- Be determined responsible under FAR 9.104.

All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. An offer that is rated as "Unacceptable" in technical acceptability may be deemed to be an indication of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risk of the proposed work, and may therefore render an Offeror's proposal to be unacceptable or ineligible for award.

M-3.0 EVALUATION FACTORS

Proposals will be evaluated using the factors listed below in no particular order of importance. Proposals are evaluated for acceptability, but not ranked using the non-price factors. In order to be considered awardable, an "Acceptable" rating in every non-price factor must be achieved.

Evaluation factors for award:

- Factor 1 - Price
- Factor 2 - Technical Acceptability (Non-price factor)

Determination of responsibility is not an evaluation factor, however, an Offeror's financial profile may be assessed to forecast possible risk and to ensure all awardee have adequate financial resources to perform the contract or ability to obtain them [see FAR 9.104-1(a)]. In addition, an Offeror must be registered in the System for Award Management (SAM) at https://www.sam.gov. Determination of Contractor Responsibility or Non-Responsibility will be assessed using the information available in SAM.gov and Federal Awardee Performance and Integrity Information (FAPIIS). The Offeror must be determined responsible within the definition of FAR 9.104 "Standards" to be eligible for award. Additionally, as indicated in Section L-3.0 paragraph E, the Government will confirm that Offerors outside Japan have the ability to operate and do business in Japan as prescribed under DFARS clause 252.225-7042. Offerors who do not provide proof of authorization to do business in Japan will be determined non-responsible and will not be eligible to receive an award.

Factor 1 - PRICE

The Government will not evaluate price adjectivally or assign strengths or weaknesses to the price proposal. The Government will evaluate proposals for award purposes by adding the proposed price for all CLIN(s) which will determine the total evaluated price. The Government will analyze the total evaluated price in accordance with FAR 13.106, to determine fair and reasonable pricing.

Factor 2 - TECHNICAL ACCEPTABILITY

Technical acceptability will be determined by evaluating the total number of proposed labor hours (prime and subcontractor) and proposed material and other costs. The technical acceptability will be rated as either "*acceptable*" or "*unacceptable*". To be determined technically acceptable, the number of labor hours and material and other costs proposed by the offeror must be sufficient to reflect an understanding of, and ability to complete, the scope of work.

WARNING - If the Government determines that an offeror's proposal is technically unacceptable because the proposed number of labor hours or the proposed material or other costs are too high or low, the Government may exclude the proposal from further consideration for award.

The Government will evaluate the proposal against the technical requirements using the ratings and descriptions outlined in Table M-1.

Table M-1. Technical Acceptable/Unacceptable Rating Method

Adjectival Rating	Description
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

The type of work that comprises ship repair, and the conditions under which it is performed, require that contracting is limited to companies or firms that are fully capable of conducting all aspects of shipboard work or boat/craft repair. Master Ship Repair Agreement (MSRA) holders are previously determined to possess the facilities, management, organization and production capabilities to perform an entire complex repair and alteration package. On the other hand, Agreement for Boat Repair (ABR) holders are firms who have demonstrated managerial capabilities to schedule and to control boat/craft repairs.

To ensure the US Navy receives satisfactory repair effort to Navy ships, boats and crafts, this solicitation have a positive qualification requirement for an Offeror to possess a current and active USN MSRA or ABR issued by the U.S. Navy or NAVSUP FLCY. As indicated in Section L-3.0 paragraph D, the Government will confirm the Offeror's existing MSRA/ABR certification. Any Offeror who do not possess an active MSRA or ABR, will be rated as technically unacceptable and will not be eligible to receive an award.

FAR Clauses Incorporated by Full Text

52.225-17 Evaluation of Foreign Currency Offers. (Feb 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 Fiscal Year 2026 (FY26) Budget Exchange Rate of JPY 150.4415 per USD 1.00[Contracting Officer to insert source of rate] 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)