# 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

PAGE 1 OF PAGES 24

| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER |
|---|---|---|---|---|
| | N6264926RA066 | ☐ SEALED BID (IFB) INVITATION FOR BID<br>☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL | 30 Jul 2026 | |

| 7. ISSUED BY | CODE | 8. ADDRESS OFFER TO *(If other than item 7)* |
|---|---|---|
| NAVSUP FLT LOG CTR YOKOSUKA<br>PSC 473 BOX 11, FPO AP 96349-1500<br>FPO, AP 96349-1500<br>UNITED STATES<br>Miwa Takahashi, Email: miwa.takahashi2.ln@us.navy.mil Telephone: 315-243-7623 | N62649 | |

**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 _____ until 10:00 AM *(Hour)* local time 06 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 | |
| | Miwa Takahashi | 315 | 243-7623 | | miwa.takahashi2.ln@us.navy.mil |

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

## 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:<br>☐ 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<br>*(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.**

# Section A - Solicitation/Contract Form

USS HIGGINS 6C1 SRA BUNDLE 7

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.

This solicitation is intended only for sources duly authorized to operate and do business in Japan as prescribed by DFARS 252.225-7042.

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.

1. REQUIREMENT: NAVSUP Fleet Logistics Center Yokosuka (NAVSUP FLCY) has a new requirement in support of the USS HIGGINS (DDG-76). The repair and maintenance package of work items are included as Attachment (I) Work specification (s) for TGIs.

2. PERIOD OF PERFORMANCE: From 5 OCT 2026 to 11 MAY 2027

3. PLACE OF PERFORMANCE: Yokosuka Naval Base

4. OFFER: Offerors must provide all information required by this solicitation no later than 6 Aug 2026 at 10:00 AM Japan Standard Time (JST).

5. WORK ITEM INFORMATION: Access to the work specification package listed in Section J as Attachment (I) may only be accessed through DoD SAFE. DoD SAFE is a secure U.S. Government repository which enables the sharing of large files and requires outside users to receive a drop-off request from the U.S. Government. Therefore, any offeror intending to provide a proposal to this solicitation shall request access by sending an email to: CS/KO - miwa.takahashi2.ln@us.navy.mil by 4 Aug 2026 10: 00 am JST. Once the U.S. Government receives the offeror’s access request, the U.S. Government will provide the offeror with a link and instructions to retrieve Attachment (I). Offerors shall note that access is only available for 14 days once sent.

# Section B - Supplies or Services & Prices or Costs

## Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | USS HIGGINS (DDG-76) FY26 6C1 SRF BUNDLE #7<br>TGI 38KB344120-A01 CORROSION HOLE REPAIR<br><br>The Contractor shall accomplish the work specification package requirement outlined in the provided drawings and specification, and as attached in Section J ATTACHMENT (I).<br><br>Below is the Contract Price in United States Dollar (USD):<br><br>CLIN 0001: _____ USD<br><br>Note - The award will be made in Japanese Yen (JPY). The USD amounts shown are for funding purposes only. FY26 Budget Exchange Rate of JPY 150.4415 per USD 1.00 applies.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| 0002 | USS HIGGINS (DDG-76) Growth Work CLIN<br><br>The contractor shall accomplish authorized in-scope Growth Work in support of USS HIGGINS (DDG-76) FY26 6C1 SRA BUNDLE#7 requirements. This Growth Work CLIN amount represents 7 percent of the total proposed cost for CLIN 0001.<br><br>Below is the Contract Price in United States Dollar (USD):<br><br>CLIN 0002: _____ USD<br><br>Note - The award will be made in Japanese Yen (JPY). The USD amounts shown are for funding purpose only. FY26 Budget Exchange Rate of JPY 150.4415 per USD 1.00 applies.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| 0003 | USS HIGGINS (DDG-76) FY26 6C1 SRF BUNDLE #7<br>TGI 38KB344124-A01 S/A 92881K<br><br>The Contractor shall accomplish the work specification package requirement outlined in the provided drawings and specification, and as attached in Section J ATTACHMENT (I).<br><br>Below is the Contract Price in United States Dollar (USD):<br><br>CLIN 0003: _____ USD<br><br>Note - The award will be made in Japanese Yen (JPY). The USD amounts shown are for funding purposes only. FY26 Budget Exchange Rate of JPY 150.4415 per USD 1.00 applies.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| 0004 | USS HIGGINS (DDG-76) Growth Work CLIN for TGI 38KB344124-A01<br><br>The contractor shall accomplish authorized in-scope Growth Work in support of USS HIGGINS (DDG-76) FY26 6C1 SRA BUNDLE#7 requirements. This Growth Work CLIN amount represents 7 percent of the total proposed cost for CLIN 0003. | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | Below is the Contract Price in United States Dollar (USD):<br><br>CLIN 0004: _____ USD<br><br>Note - The award will be made in Japanese Yen (JPY). The USD amounts shown are for funding purpose only. FY26 Budget Exchange Rate of JPY 150.4415 per USD 1.00 applies.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |

# Section C - Description/Specifications/Statement of Work

**CONTRACT DATA REQUIREMENTS LISTS (CDRL)**
In accordance with the Contract Data Requirements List (CDRL) of the contract, the Contractor shall provide in writing in English utilizing Microsoft Office Suite a schedule of work to be performed, in accordance with Category I, NAVSEA Standard Item 009-060.

Actual physical shipboard work shall begin and end in accordance with the dates documented in their respective Task Group Instructions (TGIs). However, the contractor must perform the following tasks prior to the ship availability:

**C-1.0 General Requirements:** The Contractor, under the direction of the U.S. Naval Ship Repair Facility and Japan Regional Maintenance Center (SRF-JRMC) as an independent Contractor and not as an agent of the Government, shall furnish the material, support (electrical, crane, rigging, etc.) and facilities (except those furnished by the Government under express provisions of this contract) and provide the management, technical, procurement, production, testing and quality assurance necessary to prepare and accomplish the repairs and maintenance required to complete the USS HIGGINS (DDG-76) FY26 Selected Restricted Availability (SRA) BUNDLE#7 in accordance with the requirements stated in this Section, the Task Group Instructions (TGIs), Plans, Drawings, and Other References, the Delivery Schedule, and all other terms and conditions set forth in this contract.

**C-1.1 Technical Description and Specifications:** The work to be performed hereunder shall conform to the description of work /work specification described in SECTION B. The Contractor shall accomplish the contract requirements listed in ATTACHMENT (I) of Section J. Actual physical shipboard work shall begin and end in accordance with the dates listed in Section F of this solicitation.

**C-1.2 Applicable Reference Documents:** The Contractor shall accomplish all work in accordance with applicable NAVSEA Standard Items (NSIs) and SRF-JRMC Local Standard Items (LSIs). SRF-JRMC will determine which NSIs and LSI versions are applicable for all Chief of Naval Operations (CNO) availabilities to include Selected Repair Availability (SRA), Docking SRA (DSRA), and Extended DSRA (EDSRA); Continuous Maintenance Availability (CMAV); Emergent Maintenance (EM); and Surface Incremental Availability (SIA) scheduled for each ship. The same version continues to apply until the completion of each availability and maintenance regardless of whether the work crosses fiscal years. CATEGORY-I items are invoked for all work resulting from this solicitation under the Master Agreement for Agreement for Repair and Alteration of Vessels; Master Ship Repair Agreement (MSRA) or Agreement for Boat Repair (ABR). CATEGORY-II items are invoked only to the extent specifically indicated within Attachment (I). Ship repair contractors are also subject to the applicable laws and regulations of the Host Nation. Category I NAVSEA Fiscal Year 2026 (FY26) (CH1) Standard Items are applicable to all items without further reference. Category II NAVSEA FY27 (CH2) Standard Items are applicable when invoked and/or referenced in individual Task Group Instruction (TGI) specified in ATTACHMENT (I). NSIs may be found at: https://www.navsea.navy.mil/Home/RMC/CNRMC/Our-Programs/SSRAC/Category I U.S. Naval Ship Repair Facility and Japan Regional Maintenance Center (SRF-JRMC) FY27 Local Standard Items (LSI), FY27 SRF- JRMC LSI (Original) are applicable to all items without further reference. Category II SRF-JRMC FY27 LSI (Original) are applicable when invoked and/or referenced in individual TGIs specified in ATTACHMENT (I). FY27 LSIs and subsequent changes have been distributed to all current NAVSUP FLCY MSRA /ABR holders. Please refer to Section A of this Solicitation when requesting a copy of these references.

**C-1.3 Government Furnished Material:** The contractor is to coordinate the delivery and/or pick-up of all Government Furnished Material (GFM) as cited in work specification(s), supporting drawings, references and/or Statement of Work (SOW). The Contractor is required to manage all GFM upon receipt which includes monitoring, inspecting, segregating, determining nonconformance, and returning unused or nonconforming material to the Government for final disposition.

**C-1.4 Contractor Furnished Materia**l: The Contractor shall accomplish planning and scheduling to ensure a rational, integrated and timely plan for procurement, receipt, storage and installation of Contractor Furnished Material (CFM). All materials must meet the specified standard military performance specifications, Federal performance standards, and may require to be listed on a Qualified Products List (QPL) for shipboard installations.

**C-1.5 Integrated Production Schedule:** The Contractor is required to submit a production schedule encompassing, to the maximum extent possible, all contractor work requirements to the Government at the following milestones:
(1) Work Package Execution Review;
(2) Start of the Availability;
(3) 25% complete conference;
(4) 50% complete conference;
(5) 75% complete conference;
(6) Production Completion Date (PCD);
(7) Work Completion;
(8) Pre-Sea Trials requirements.

**C-2.0 Availability Preparation and Meeting Participation:** The Contractor, under the direction of SRF-JRMC shall complete the following efforts after contract award in preparation to execute the ship's availability. The Contractor shall include meetings attendance as part of their fully-burdened ship repair labor rates.
(a) The contractor shall attend and support the Integrated Project Team Development (IPTD) Work Package Integration Conference (WPIC) as needed prior to the scheduled availability. The contractor shall support the conference by evaluating the Availability Work Package and pinpointing work requirements or issues that conflict, prevent or impact other TGIs from being accomplished.
(b) The contractor shall conduct final ship-checks and coordination with assigned Zone Managers (ZMs) and Work Integration Managers (WIMs) who will liaison with the project team.
(c) The contractor shall attend and support the IPTD Work Package Execution Review (WPER) and Schedule Model Review (SMR) events as needed prior to availability. The contractor shall support the mandated conference executed during planning period leading up to execution of an availability to review work, schedule, and ensure material and resource availability.
(d) The contractor shall support the early start period of availability at the time of award. Contractor is required to begin work and therefore needs

time to coordinate and stage materials and equipment prior to starting the physical work.
(e) The contractor is required to order all long lead time structural materials some of which has long duration for fabrication and shipping from United States manufacturers.
(f) The contractor is required to ensure the schedule is submitted to the project team in order to integrate with existing project schedule and mitigate risks due to space/location constraints to avoid work stoppages.

**C-3.0 Identification of Condition Found:** In accordance with the requirements of NSI 009-01, the Contractor shall identify needed repairs and recommend corrective action during contract performance for work/deficiencies discovered which are not covered by the existing work package. For conditions that impact the critical path(s) /controlling item(s), the Contractor shall notify the Government via electronic media within 24-hours of discovery. This initial notification need not include all content required for a Condition Found Report (CFR), but must include a description of the condition/deficiency and an estimated timeframe for the offeror's professional recommendation for resolution, which shall not exceed five (5) working days as specified below. Recommended repairs and corrective actions shall be submitted to the Government in the form of a CFR (intended to represent the "Work Request" described in DFARS 252.217-7028 "Over and Above Work").

**C-3.1 Condition Found Notification to Government:** Submit CFRs within five (5) working days via approved electronic media to SRF-JRMC after discovery of the condition. At a minimum, the CFR must include the following:
(1) Identify contract, ship, and hull number
(2) Identification of the applicable TGI number
(3) Date requirement was discovered
(4) Description of the work requirement
(5) Specific location of the work
(6) Recommendation for corrective action
(7) Recommendation for the appropriate/best time to accomplish the work (i.e. during current availability with or without schedule change, future CNO or Continuous Maintenance Availability). Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.
(8) Identification of related changes, if any, to the internal milestones and production and contract completion dates.

**C-3.2 Government Review and Response to CFR:** The Maintenance Team will review the CFR. If the CFR is inadequate or incomplete, it will be rejected with time continuing to accrue (relative to five (5) working day requirement). As appropriate, the Government and contractor shall meet and discuss the recommendation for corrective action further, conducting ship checks as necessary, to determine the full scope of work required prior to final approval of the CFR. Accuracy of CFR submissions may be evaluated in CPARS and utilized for past performance ratings on future requirements.

**C-4.0 Descoping of Requirements:** The Government reserves the right to descope any requirement under this contract at any time and for any reason. Descopes are incorporated into the contract via Deficiency List (DLs) and can either be a partial deletion of paragraph(s) from the work specification or deletion of a TGI in its entirety. The Government will rely on the fully burdened labor rates entered in Section H-6.0 GROWTH CLIN for negotiating and settling descope DLs. At no time may the Contractor amend its pricing for full or partial work deletion.

**C-4.1 Descope DLs:** The Contractor agrees to price descope DLs at the same labor rate proposed in the original award. Partial or full work deletion from the original TGI will be processed via the usual contract modification process. Partial or full work item deletion from the settled Growth Management Request (GMR) will be processed as a descope GMR.

**C-4.2 Minimum Technically Required (MTR) repairs deletion:** MTR refers to the anticipated repairs that could not be clearly defined at the start of availability but were included in the TGI (based upon historical analysis published by Commander Navy Regional Maintenance Center and NAVSEA Contracting) to enable the Contractor to proceed with the work efficiently, if necessary. In certain instances where the ship's condition were found satisfactory after a thorough inspection, these MTR repair are cancelled and descoped before the end of the availability. As a result of the deletion of work, the Contractor is expected to return the awarded costs in full. The Contractor must be able to demonstrate production cost and provide justification of work incurred to the Administrative Contracting Officer if the proposing cost different from the awarded amounts. Program management, idle time not worked and other indirect costs will not be considered.

**C-5.0 DELAYS / DISRUPTIONS:** The Contractor shall coordinate the work effort with SRF-JRMC Project Manager on a daily basis to prevent changing situations from causing delays and disruptions. Disruption due to minor delays in obtaining access to spaces and operation of equipment are to be expected. A minor delay is defined as eight clock (8) hours or less in duration (and is not the cumulative effect of labor hour impact). Minor delays and/or disruptions are considered normal rather than unusual occurrences during the performance of tasks ordered under the resulting contract. The Government will not provide any schedule relief for minor delays/disruptions.

**C-6.0 NON-NAVY OWNED CRANES:** Sections 11.1 and 11.2 of NAVSUPFLCYINST 4200.9 series are invoked for the incidental use of non-Navy owned cranes at Navy shore installations.

NAVSUP FLCY STANDARD CONTRACT TEXT "NON-NAVY OWNED CRANES" CONTRACTOR AND OTHER NON-NAVY OWNED WEIGHT HANDLING EQUIPMENT

**11.1** Contractor Operated Cranes (and Multi-Purpose Machines, Materials Handling Equipment (MHE) and Construction Equipment When Used as Cranes to Lift Suspended Loads) and Rigging Equipment. Non-Navy-owned cranes, multi-purpose machines, MHE and construction equipment are frequently used on Navy property to lift suspended loads. Rigging equipment may be used with these machines or by itself in contractor weight handling operations. These cranes and equipment can be from a variety of sources and are generally incidental to construction contracts, ship repair contracts, demolition contracts, maintenance and other service contracts and deliveries of supplies and equipment. Numerous organizations, including tenant activities, ships, supply departments and Facilities engineering and Acquisition Division/Resident Office in Charge of Construction (FEAD /ROICCs) have contracting authority and often the need for cranes is not anticipated when contract documents are written. The following requirements apply to any contracted work utilizing non-Navy-owned cranes (and multi-purpose machines, MHE and construction equipment used to lift loads suspended by rigging gear) and to all rigging equipment used in weight handling operations at a naval activity. These requirements do not

apply to shipboard cranes or rigging equipment. These requirements also do not apply to: commercial truck mounted and articulating boom cranes used solely to deliver material and supplies where the lift consists of moving materials and supplies (not prefabricated components, structural steel or components of a systems-engineered metal building) from a truck or trailer to the ground; to cranes installed on mechanic's trucks that are utilized solely in the repair of shore- based equipment; to cranes that enter the activity but are not used for lifting; nor other machines not used to lift loads suspended by rigging equipment. The Public Works Office (PRY33) is responsible for the oversight of all contractor cranes on bases within Commander, Fleet Activities Yokosuka in accordance with COMFEACTINST 11262.1B series. However, any Weight Handling Equipment (WHE) or crane accidents shall be reported in accordance with paragraphs 11.1.h and 11.1.i:

a. The contractor is required to comply with specific activity regulations pertaining to crane safety and operation (including allowable access routes and ground loading limitations) and to notify the PRY33 office, in advance, of any cranes entering the activity or of any multi- purpose machines, MHE or construction equipment that may be used in a crane-like application to lift suspended loads. For contractor-owned cranes, machines and rigging equipment at naval activities in foreign countries, the contractor-owned cranes, machines and rigging equipment shall comply with the appropriate host nation safety standards. For floating cranes and barge mounted mobile cranes, require a third party certification from an Occupational Safety and Health Administration (OSHA) accredited organization (or a third party certification from a state accredited organization for those states with OSHA approved state plans), a load indicating device, a wind speed indicating device and a marine type list and trim indicator readable in one-half degree increments. Third party certification is not required for floating cranes and barge-mounted mobile cranes at Navy activities in foreign countries.

b. For cranes (or other machines used to lift suspended loads) and rigging equipment at naval activities in foreign countries, the contractor shall certify that the crane (or other machine) and the rigging equipment conform to the appropriate host nation safety standards. The contractor shall also certify that all of its crane (or other machine) safety devices are enabled and functioning properly, that all personnel working on the naval activity job site have been trained to not stand under or in the fall zone of a suspended load unless specifically allowed by USACE EM 385-1-1, and that operators have been trained to not bypass safety devices (e.g., anti-two block devices, Load Moment Indicator's) during lifting operations. The contractor-owned crane certifications is required to be available on the crane or in the contractor's on-site office for rigging operations.

c. The contractor-owned mobile cranes, commercial truck mounted cranes and articulating boom cranes with Original Equipment Manufacturer (OEM) rated capacities of greater than 2000 pounds, require that the crane operator be designated as qualified by a source that qualifies crane operators (i.e., a union, a government agency or an organization that tests and qualifies crane operators). Proof of current qualification shall be provided to PRY33. Operators of cranes used in construction at activities under US jurisdiction shall follow the qualification and certification requirements of 29 CFR 1926.1427. For Navy activities in foreign countries, follow host nation requirements as applicable in lieu of the CFR.

d. The contractor is required to certify (appendix P, figure P-1) that the crane operator is qualified and trained for the operation of the crane or machine to be used.

e. For multi-purpose machines, MHE and construction equipment used to lift loads suspended by rigging equipment, the contractor is required to provide proof of authorization from the machine OEM that the machine is capable of making lifts of loads suspended by rigging equipment. Written approval from a qualified registered professional engineer, after a safety analysis is performed, is allowed in lieu of the OEM's approval. The contractor is required to demonstrate that the equipment is properly configured to make such lifts and is equipped with a load chart. Note: MHE attachments covered by and used in accordance with NAVSEA SW023-AH- WHM-010 have been pre-approved for use with all MHE. These attachments are exempt from the OEM authorization requirement above.

f. The contractor is required to provide all hooks used on cranes, hoists, other machines and rigging gear shall have self-closing latches or the throat opening shall be "moused" (secured with wire, rope, heavy tape, etc.) or otherwise secured to prevent the attached item from coming free of the hook under a slack condition. The following exceptions apply and shall be approved by the contractor's technical organization (i.e., the Japan Construction Information Center Foundation) with PRY33 coordination: items where the hook throat is fully obstructed and not available for manual securing; and lifts where securing the hook throat increases the danger to personnel, such as forge shop, dip tank or underwater work.

g. The contractor is required to have a critical lift plan for each of the following lifts: lifts over 75 percent of the capacity of the crane, hoist or other machine (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, hoist or other machine; lifts of personnel (lifts of personnel suspended by rigging equipment from multi-purpose machines, MHE or construction equipment shall not be permitted); lifts made in the vicinity of overhead power lines (see subparagraph (7); erection of cranes; lifts of submerged or partially submerged objects (see exceptions in paragraph 10.4.1.e); lifts involving binding conditions; lifts of hazardous materials (see exceptions in paragraph 10.4.1.a); 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 (or other machine) equipment and rigging equipment 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 (or other machine) position, boom length and angle, height of lift and radius for the entire range of the lift. Applies to both single and multiple-crane/machine lifts.
(3) A rigging plan, showing the lift points, rigging equipment 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 1926.1431. For Navy activities in foreign countries follow host nation requirements as applicable in lieu of the CFR.
(6) For barge mounted mobile cranes, barge stability calculations identifying crane placement/footprint; barge list and trim based on anticipated loading; and load charts based on calculated list and trim specific to the barge the crane is mounted on. The amount of list and trim shall be within the crane OEM's requirements.
(7) For lifts in the vicinity of overhead power lines (i.e., if any part of the crane or other machine, including the fully extended boom of a telescoping boom crane or machine or the load could approach the distances noted in figure 10-3 during a proposed operation), the plan shall demonstrate compliance with 29 CFR 1926.1408-1411. For Navy activities in foreign countries follow host nation requirements as applicable in lieu of the CFR.

h. The contractor shall notify the PRY33 office as soon as practical, but not later than four hours, after any WHE accident is identified in NAVFAC P-307 section 12. The contractor is required to secure the accident site and protect evidence until released by the PRY33 office. The contractor shall conduct an investigation to establish the root cause(s) of any WHE accident, near miss or unplanned occurrence. Crane operations shall not proceed

until the cause is determined and corrective actions have been implemented to the satisfaction of PRY33 office and/or the contracting officer. The contractor shall certify (appendix P, figure P-1) that the operators, riggers and company officials are aware of the actions required in the event of an accident as specified in the contract.

i. The contractor shall provide a report for an accident or near miss within 30 days to the BSV&E office and the contracting officer using the appropriate form provided in 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 command instructions.

j. The contractor shall certify (appendix P, figure P-1) that signal persons employed in construction work are qualified in accordance with 29 CFR 1926.1428. For Navy activities in foreign countries follow host nation requirements as applicable in lieu of the CFR.

k. The contractor shall certify (appendix P, figure P-1) that the riggers are qualified to perform the work by either signing a statement of compliance, providing proof of successful completion of a rigging apprenticeship by a union or other organization providing apprenticeship training or proof of successful completion of training courses from a recognized source such as a trade union, a government agency or an organization that tests and qualifies riggers.

l. The following additional documentation is required for contracts involving tower cranes:
(1) Foundation design and requirements.
(2) Installation instructions.
(3) Assembly and disassembly instructions including climbing/jumping instructions if applicable.
(4) Operating manual, limitations and precautions.
(5) Periodic inspection and maintenance requirements. For tower cranes at Navy activities in foreign countries, the tower cranes shall comply with the appropriate host nation safety standards and industry consensus safety standards (e.g., EN or ISO standards).

m. The following additional requirements apply to contracts involving work on telecommunication towers or with personnel hoists on telecommunication towers:
(1) Base mounted drum hoists used in communication tower work shall comply with TIA- 1019, TIA- 222G, ASME B30.7 and 29 CFR 1926.552 and 29 CFR 1926.553. For Navy activities in foreign countries follow host nation requirements as applicable in lieu of the CFR.
(2) When used for hoisting personnel, base mounted drum hoists shall comply with OSHA Instruction CPL 02-01-056; National Association of Tower Erectors standard "Base Mounted Hoist Mechanism Design Use Standard for Lifting Personnel While Working on Telecommunication Structures"; ANSI/ASSE A10.22; and AMSE B30.23 (or equivalent host nation safety standards for Navy activities in foreign countries).
(3) The use of a pickup truck or any other equipment besides a base mounted drum hoist for hoisting materials and/or personnel is prohibited.
(4) Rough-terrain forklifts, bulldozers and similar equipment may be utilized for towing and anchorage purposes of guys. The use of such equipment for trolley/tag and load lines is prohibited, with the exception of using construction equipment for the sole purpose of anchorage that will not be moved during operations.
(5) Rigging gear utilized in communication tower work shall comply with the applicable ASME/OSHA standards. Operator, signal person and rigger qualifications shall be in accordance with OSHA standards and this section. For Navy activities in foreign countries, follow host nation requirements as applicable in lieu of the CFR or ASME standards.

n. For construction contracts, follow the Unified Facilities Guide Specification UFGS-01 35 26 and U.S. Army Corps of Engineers EM-385-1-1 in lieu of paragraphs 11.1.a through 11.1.g, 11.1.j through 11.1.m and appendix P, figures P-1 and P-2.

**11.2** Contracting Officer Responsibilities
a. The contracting officer will rely on PRY33 office technical expertise for oversight of all contractor-owned crane and rigging operations. Additionally, the PRY33 office to provide oversight of contractor accident investigations and corrective actions. The degree of oversight shall be based upon the risk to personnel and property; however, oversight shall be performed at least once and the minimum periodicity shall be not more than every 30 days. When critical lifts are involved, oversight periodicity shall be not more than every 14 days. Appendix P, figure P-2, provides a checklist that shall be used during oversight of contractor crane and rigging operations. Copies of appendix P, figure P-2, shall be kept on file for one year. Personnel performing oversight shall complete the Contractor Crane Awareness training course (see section 7) or the NAVFAC 40-hr Contract Hazard Awareness Training Course.
b. The PRY33 office will notify the contracting officer via email of any WHE or crane accident upon notification by the contractor. Additionally, the PRY33 office will consolidate the required documents and reports for the contracting officer concurrence and submission to the Navy Crane Center. Upon receipt of required reporting documents from the PRY33 office, the contracting officer shall notify the Navy Crane Center, by e-mail (m_nfsh_ncc_accident@navy.mil) of an accident involving a fatality, in-patient hospitalization, overturned crane, collapsed boom or any other major damage to the crane or adjacent property as soon as possible when notified by the contractor. For all other accidents, notify the Navy Crane Center as soon as practical but no later than three working days after the accident.
c. The PRY33 office will provide the contracting officer a copy of every accident and near miss report, regardless of severity, upon receipt from the contractor. These requirements are in addition to any notification and reporting requirements promulgated in OPNAVINST 5100.23 and command instructions. Upon receipt of required documents from the PRY33 office, the contracting officer shall sign all crane and rigging accident and near miss reports to indicate that they are satisfied that the contractor's investigation and corrective action are sufficient.
d. For construction contracts, the forms in U.S. Army Corps of Engineers EM-385-1-1 are acceptable in lieu of paragraph appendix P, figure P-2.

**11.3** Host Activity Responsibilities. The host activity shall ensure that contracts contain the above requirements, concur with the contracting officer's oversight plan, ensure that the oversight plan is being carried out and provide oversight of contractor accident and near miss investigations and corrective actions.

**11.4** Other non-Navy-owned cranes and rigging equipment at Naval Activities.

**11.4.1** Rented or leased cranes or other WHE Operated by Navy or Base Operation Support (BOS) contractors and cranes and rigging equipment owned and operated by BOS contractors and by contractors engaged in NAVSEA OP-5 operations in the United States and its territories. Any rented

or leased cranes shall be inspected, load tested and certified to the requirements of section 4 prior to use (except for appendix E hook NDT requirements). Other WHE shall be inspected, tested and marked in accordance with section 14 requirements. For third party certified mobile cranes that cannot be load tested to the specified overload tests of this publication due to OEM restrictions or designs that prevent periodic overload tests, the cranes shall be down rated to 90 percent of the OEM's rated capacity (80 percent for non-mobile cranes) and tested to the requirements of this publication. For long term-leases (over 4 months) and for BOS contractor owned cranes, the maintenance and inspection requirements of section 3 and appendix E hook NDT requirements shall also apply. Additionally, an equipment history file in accordance with section 5, containing those documents required by sections 3 and 4 and their applicable appendices, shall be maintained on each crane. These history files shall be retained for one year after the end of the lease (seven years if the crane is involved in a crane or rigging accident). These requirements shall be included in applicable contracts. See paragraph 4.8 for third party certification requirements. Crane operators shall be licensed/qualified in accordance with the requirements of section 8 (this includes BOS contractor personnel). Crane operations and accident reporting shall be in accordance with sections 9, 10, and 12 (BOS contractor crane and rigging accidents shall be treated and reported as Navy crane and rigging accidents). Rigging equipment and usage practices shall be in accordance with section 14.

**C-7.0 SECURITY REQUIREMENTS:**

**INSTALLATION**

The Contractor and all associated personnel shall comply with the application requirements delineated in COMFLEACT YOKOSUKA INSTRUCTION 5700.1 (CFAYINST 5700.1) to conduct business within the Commander, Fleet Activities (FLEACT) Yokosuka jurisdiction. The Contractor shall submit all installation access applications to the FLEACT Yokosuka Visitor Control Center (VCC). The Contractor shall ensure all personnel are registered in the Defense Biometrics Identification System (DBIDS) via the VCC. When authorized by the Government, access will be designated as unescorted, escorted, or trusted traveler. Contractor personnel access times to the installation shall be restricted to 0500 through 2359. Except as otherwise noted, all passes are issued through DBIDS. Personnel requiring access for 31 days or more shall be issued DBIDS cards. Personnel requesting access for 60 days or fewer shall be issued paper passes. The Contractor shall direct any questions, administrative issues, or security concerns regarding the installation access and badging process to the FLEACT Yokosuka VCC office.

**REGISTRATION AND DE-REGISTRATION PROCEDURE**

1. Upon acceptance of any contract renewal or subsequent purchase orders, the Contractor shall immediately confirm its active registration status with the FLEACT Yokosuka VCC.
2. The Contractor shall immediately notify the FLEACT Yokosuka VCC in writing of any changes to company details, to include change of company name, address, corporate officials, or personnel who no longer require installation access.
3. Upon expiration or termination of a valid contract or purchase order, the Contractor's registration status shall be automatically terminated. All associated access passes shall expire immediately.
4. Following contract expiration or de-registration, the Contractor shall immediately return all issued access passes to the FLEACT Yokosuka VCC. Failure to return passes shall result in the responsible individuals, the Contractor, or both being placed on the installation access denial list.
5. The Contractor may voluntarily request company de-registration at any time by submitting a written request and returning all issued access passes to the FLEACT Yokosuka VCC.

**SECURITY REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO U.S. NAVAL FORCES/NAVY REGION JAPAN INSTALLATIONS**

In accordance with COMNAVFORJAPAN/COMNAVREGJAPAN INSTRUCTION 5500.7, all non-exempt Contractor personnel requiring installation access shall be subject to comprehensive security and background screening. Appropriate security and background checks will be conducted utilizing any available resources, on all Contractor employees requiring access within FLEACT Yokosuka or its jurisdiction. The Contractor shall submit all prescribed documents (listed below) to the Government to facilitate the required security checks for all personnel requesting access.

a. Required documents pertaining to Japanese Nationals who are not specifically exempted:
(1) One copy of the Personal History Statement.
(2) Valid and accepted proof of residency (i.e., passport, resident alien card or GoJ Alien Registration) in accordance with local policy.
(3) Valid and accepted proof of ID in accordance with local policy (i.e., driver's license).
(4) One copy of SECNAV Form 5512/1.

b. Required documents pertaining to U.S. citizens who are not specifically exempted:
(1) One copy of the SECNAV Form 5512/1.
(2) Proof of current and valid visa/residency status.
(3) Valid and accepted proof of identification per USFJ Instruction 31-206.

c. Third Country Nationals who are not specifically exempted or addressed as designated Third Country Nationals in USFJ Instruction 31-204:
(1) One copy of the Statement of Personal History.
(2) Proof of current and valid visa/residency status.
(3) Valid and accepted proof of ID in accordance with reference (c).
(4) One copy of SECNAV Form 5512/1.

Investigative and security agencies may occasionally require additional documentation or information to complete background checks. Upon notification by the appropriate security agency, the Contractor, or individual Contractor employee shall promptly provide all requested documentation and information to facilitate the security review process.

**SRF-JRMC SECURITY**

Per NAVSHIPREPFAC M-5500.1, all visitors entering SRF-JRMC spaces must check-in with the C1110 security office to receive visitor badges as applicable. Foreign nationals who fall outside of the Master Labor Agreement are not authorized to access, generate, or destroy CUI information or materials. Access to classified information or systems is not authorized for foreign nationals at SRF-JRMC.

Per NAVSHIPREPFAC Yokosuka M- 5239.3, access to the SRF network or other command IT systems requires the member to possess a valid clearance, verified need-to-know, and a CAC. As such, foreign national contractors who do not meet the above criteria are not authorized to access SRF systems.

**SHIPBOARD ACCESS REQUIREMENTS**

The Contractor shall comply with all current Senior Officer Present Afloat (SOPA) directives and OPNAVINST 5530.14 requirements for all personnel requiring access to U.S. Navy vessels moored or stationed within the installation.

## Requirements

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# 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.

## Overall Contract Inspection/Acceptance Locations

| | |
|---|---|
| 0001 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.<br><br>DoDAAC: N62758<br>CountryCode: USA<br><br>SRF AND JRMC YOKOSUKA<br>PSC 473 BOX 8, FPO AP 96349<br>FPO, AP 96349<br>UNITED STATES<br><br>Ryuuji Nakajima, Business Agent<br>Email: ryuuji.nakajima.ln@us.navy.mil<br>Telephone: 315-243-4817 |
| 0002 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.<br><br>DoDAAC: N62758<br>CountryCode: USA<br><br>SRF AND JRMC YOKOSUKA<br>PSC 473 BOX 8, FPO AP 96349<br>FPO, AP 96349<br>UNITED STATES<br><br>Ryuuji Nakajima, Business Agent<br>Email: ryuuji.nakajima.ln@us.navy.mil<br>Telephone: 315-243-4817 |
| 0003 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.<br><br>DoDAAC: N62758 |

| | |
|---|---|
| | CountryCode: USA<br><br>SRF AND JRMC YOKOSUKA<br>PSC 473 BOX 8, FPO AP 96349<br>FPO, AP 96349<br>UNITED STATES<br><br>Ryuuji Nakajima, Business Agent<br>Email: ryuuji.nakajima.ln@us.navy.mil<br>Telephone: 315-243-4817 |
| 0004 | Inspection and Acceptance Location<br><br>Both<br>Destination<br>Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.<br><br>DoDAAC: N62758<br>CountryCode: USA<br><br>SRF AND JRMC YOKOSUKA<br>PSC 473 BOX 8, FPO AP 96349<br>FPO, AP 96349<br>UNITED STATES<br><br>Ryuuji Nakajima, Business Agent<br>Email: ryuuji.nakajima.ln@us.navy.mil<br>Telephone: 315-243-4817 |

# Section F - Deliveries or Performance

**F-1.0 Time of Performance:** The Government has established execution dates for the following milestones and key events as outlined below:

Contractor Work Start Date: 5 OCT 2026

Contractor Work Completion Date: 11 MAY 2027

The Contractor shall accomplish the work within the Period of Performance (POP) listed in each Task Group Instruction (TGI). A POP extension will only be issued if the POP for any individual TGI exceeds the Contractor Work Completion Date listed above.

**F-2.0 Place of Performance:** The performance of all work set forth in SECTION B shall be accomplished aboard the vessel at Yokosuka Naval Base.

| Line Item | Delivery Schedule | Quantity | Address and POC |
|---|---|---|---|
| 0001 | Delivery Period<br>From 05 Oct 2026 to 11 May 2027<br><br>Period of Performance<br>From<br>05 Oct 2026<br>To<br>11 May 2027 | 1 Job | Ship To<br>DoDAAC: N62758<br>CountryCode: JPN<br>SRF AND JRMC YOKOSUKA<br>PHONE 011-81-46-816-9177, 1 CHOME HON CHO BLDG A61<br>YOKOSUKA 238-0041<br>JAPAN<br><br>Ryuuji Nakajima, Business Agent<br>Email: ryuuji.nakajima.ln@us.navy.mil<br>Telephone: 315-243-4817 |
| 0002 | Delivery Period<br>From 05 Oct 2026 to 11 May 2027<br><br>Period of Performance<br>From<br>05 Oct 2026<br>To<br>11 May 2027 | 1 Job | Place of Performance<br>DoDAAC: N62758<br>CountryCode: JPN<br>SRF AND JRMC YOKOSUKA<br>PHONE 011-81-46-816-9177, 1 CHOME HON CHO BLDG A61<br>YOKOSUKA 238-0041<br>JAPAN<br><br>Ryuuji Nakajima, Business Agent<br>Email: ryuuji.nakajima.ln@us.navy.mil<br>Telephone: 315-243-4817 |
| 0003 | Delivery Period<br>From 05 Oct 2026 to 11 May 2027 | 1 Job | Place of Performance<br>DoDAAC: N62758<br>CountryCode: JPN<br>SRF AND JRMC YOKOSUKA<br>PHONE 011-81-46-816-9177, 1 CHOME HON CHO BLDG A61<br>YOKOSUKA 238-0041<br>JAPAN<br><br>Ryuuji Nakajima, Business Agent |

| | | | |
|---|---|---|---|
| | Period of Performance<br>From<br>05 Oct 2026<br>To<br>11 May 2027 | | Email: ryuuji.nakajima.ln@us.navy.mil<br>Telephone: 315-243-4817 |
| 0004 | Delivery Period<br>From 05 Oct 2026 to 11 May 2027 | 1 Job | Place of Performance<br>DoDAAC: N62758<br>CountryCode: JPN<br>SRF AND JRMC YOKOSUKA<br>PHONE 011-81-46-816-9177, 1 CHOME HON CHO BLDG A61<br>YOKOSUKA 238-0041<br>JAPAN<br><br>Ryuuji Nakajima, Business Agent<br>Email: ryuuji.nakajima.ln@us.navy.mil<br>Telephone: 315-243-4817 |

# Section G - Contract Administration Data

# 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 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 Lay Down Space**

The Contractor may request the lay down space adjacent to the ship yard in CFAY Naval base. Upon the receipt of approval by the Government, the Contractor may obtain the applicable lay down space. The Contractor shall be responsible for all the cost, but not limited to, for maintaining the facility, utility, safety, and security.

***H-5.0 Applicable to Contracts Performed in Japan:***

**HISTORIC AND CULTURAL RESOURCES**

If ship repair work is being performed in and around potentially significant historic buildings and structures (cultural properties) such as Dry Docks 1 through 6 and Cave 682 in CFAY Naval 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.

**H-6.0 GROWTH CLIN**

(a) This contract will utilize a Growth CLIN 0002 which is pre-funded to accommodate the anticipated growth work that may arise during the performance of the specified Task Group Instructions (TGIs) under CLIN 0001. The contractor shall provide (To Be Filled in upon Contract Award) man-hours and (To Be Filled in upon Contract Award) materials in the performance of the Growth CLIN in support of historically based growth under this contract. Upon negotiation of each growth work task, the agreed labor and material amount shall become a completion requirement. The total authorized growth work may not exceed the total dollar value of the Growth CLIN, however, the mix of labor hours and material provided above may be adjusted so long as the total does not exceed the dollar value of the Growth CLIN.

(b) GROWTH WORK - Growth is defined as any additional work that is identified and authorized after contract award that is within the scope of work of the TGIs defined in CLIN 0001 and as attached under Section J. Any additional work determined by the Contracting Officer as not within the scope of any of the TGIs shall be considered NEW WORK and will not be covered by this Growth CLIN.

(1) After any inspection reports detailed in any of the Task Group Instructions (TGIs) are submitted to SRF-JRMC, the contractor will propose solutions, recommendations, material availability, and time impacts to the Period of Performance. This will be in the form of a Condition Found Report (CFR), which will be submitted to SRF-JRMC within twenty-four (24) hours after the conditions have been found and identified. This form (SRF-JRMC Form 4730-141) shall be submitted electronically and physically for record-keeping purposes. The contractor shall not begin work reported under a CFR until an agreement is reached between the contractor, SRF-JRMC and the Administrative Contracting Officer (ACO).

(2) The contractor shall submit any repair items outside of the scope of the TGIs via CFR (SRF-JRMC Form 4730-141) to SRF-JRMC to include schedule impacts.

(3) For any Government Furnished Material (GFM) or Contractor Furnished Material (CFM) that is part of any TGI and which is later identified to not arrive on time for the requirement's completion, the contractor shall submit a CFR (Form 4730-141) to SRF-JRMC to include schedule impacts.

(4) SRF-JRMC shall review the CFR and will determine further action. When determined by SRF-JRMC that the work detailed on the CFR is required and would require additional man-hours or materials, the CFR is returned to the contractor through the Contracting Office, as growth work together with a Deficiency Log (DL) detailing the corrective actions and additional work requirements. A Growth Management Request (GMR) Level of Effort (LOE) to completion will be utilized for each growth work request and approval.

(5) Upon receipt of a growth work requirement, the contractor shall submit a proposal with the estimated price within 3 working days, or as specified by the Contracting Office. Naval Supply Systems Command (NAVSUP) Fleet Logistics Center Yokosuka (FLCY) and SRF-JRMC will review and approve each proposal. Once an agreement has been reached between the contractor, SRF-JRMC and the ACO, a signed GMR by the ACO will be issued to enable the contractor to commence work. The price negotiated by the parties shall be a firm fixed price for the growth work requirement.

(6) The ACO will develop a growth work tracking log for the Growth CLIN to identify, record, and reconcile all the approved GMR-LOE to completion. The tracking log shall include but not limited to LOE number, TGI, Deficiency Log (DL) number, job description, and approved total price, labor hours, materials/other cost.

(c) Effort performed in fulfilling the obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) (1) The Contractor shall schedule the performance of all items of the work package. The contractor agrees that these man-hours, if tasked, shall be performed concurrently with the other contracted for TGI, during the contract period of performance, without impacting, accelerating, or causing delay or disruption to the work required by the other contracted for TGIs, to any other Government contract, or to any other work in progress for the Government.

(2) The growth, if required, shall be tasked during the contract period of performance, as may be modified, on the schedule in coordination with the Contracting Officer.

(e) (1) The Contractor's fully burdened labor rate that will be proposed in the original contract and included below will be used for negotiating growth work to be performed under this contract. The contractor agrees that the number of man-hours included in its price proposal for contract modifications shall include only direct production man-hours. For these purposes, direct production man-hours are for skilled labor at the journeyman level expended in direct production including but not limited to the following functions:

Abrasive cleaning/blasting
Fire Watch

Welding Burning
Brazing Carpentry
Machinists (inside and outside)
Electrical Work
Electronic Work
Engineering
Design Support
Lagging
Ship-fitting
Boiler-making
Painting
Sheet-metal
Pipefitting
Rigging
General Labor
Staging/Scaffolding
Labor Rate: (To Be Filled in upon Contract Award)

(2) The fully burdened ship repair labor rate proposed by the contractor listed in paragraph (e)(1) above shall include all costs associated with support functions (whether charged directly or indirectly by the offeror's accounting systems) provided in support of the direct production man-hour functions listed in paragraph (e)(1) above. Support functions shall be considered to be included in the offeror's fully burdened ship repair labor rate for direct production man-hours. Labor hours for the below support functions shall not be separately proposed in any circumstance, including in support of subcontractors. Support functions include, and are not limited to, those types listed below:

Testing
Quality Assurance
Execution Planning
Cleaning Supervision
Security
Surveying
Administration
Transportation
Purchasing Staff
Lofting
Other indirect support
Material handling & Warehousing
Safely/Environmental

(3) The fully burdened ship repair labor rate is a fixed hourly rate that includes all wages, overhead, all other indirect costs, general and administrative expenses, Facilities Capital Cost of Money (FCCOM) and profit. The fully burdened ship repair represents a blended rate including labor transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(4) Consumable materials are goods used in the ordinary course of work performance such as office supplies, paper, rags, vehicle or equipment fuel costs, cleaning chemicals, disposable tools, welding rods, paint buckets, paint brushes, protective clothing, etc. that are consumed/used in the process of repair and do not become an integral part of the repaired vessel. Consumable material shall be included in the contractor's fully burdened ship repair labor rate and not separately priced.

(5) The contract fixed fully burdened ship repair labor rate shall be used for negotiating growth work during the entire availability regardless of how many labor hours and material dollars are procured and negotiated.

(6) The growth reservation man-hours and material dollar requirements listed above are part of this contract under the original solicitation and award. The man-hour reservation shall include both prime contractor and subcontractor efforts. Only actual production man-hours expended will be considered towards the contractor's obligation to provide the defined reservation man-hour effort. While supervision, quality assurance, and other nonproduction labor should be included in the pricing for reservation items in the original bid, they shall not count towards satisfying the contractor's obligation to provide reserved man-hours. The man-hour reservation shall not include any allowance for technical representatives or for any other Government directed source unless specifically addressed in the individual TGI. Proposed material price shall be based on actual costs to the Contractor of acquiring the materials provided. Proposed material price may include freight or duties which would be reflected on the invoice for the material. The Contractor shall not be allowed to add material handling charges, overhead (including G&A), or profit into the actual cost of materials expended toward the reservation. The reservation in the contract is not to be considered Time and Material or a Level of Effort. This reservation is Level of Effort to Completion. Once the scope of work for a task has been listed and a mutually agreeable number of man-hours or materials has been agreed to, neither party will be entitled to an adjustment based on actual man-hours or material dollars required. The Contractor shall not commence work without approval from the ACO or receipt of the approved GMR.

(f) The balance of hours and material remaining on the Growth CLIN after negotiations have concluded and when it is evident that no additional growth work will be tasked is subject to a decrease change order. As a result, any unused funds on the Growth CLIN will be recouped by the ACO through a contract modification action as a decrease in price within 30 days after the end of the contract period of performance.

# 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

**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 TGI 38K6112001-A01 38KC312301-A01

38KB344120-A01
38KB344124-A01

Non-Standard Drawings
Builder's Drawings
NAVSEA Standard Drawings
Military Standards Naval
Ships Technical Manuals
Liaison Action Record Form (LAR)
Engineering Liaison Memorandum (ELM)
TGI POP List

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

Attachment (III) Request for Information Sheet

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

Attachment (V) Source of Repair Instruction

Attachment (VI) Warranty Tracking Information

# Section K - Representations, Certification, & Other Statements

# 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.html). 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):

Miwa Takahashi (miwa.takahashi2.ln@us.navy.mil) Contracting Officer/Contract Specialist

The Offeror shall certify that they currently hold an active U.S. Navy MSRA/ABR Agreement, or expect to complete the MSRA/ABR certification process prior to the projected contract award 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 4 Aug 2026 10:00 AM 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. Only One Offer: In accordance with DFARS 215.371, if a single offer is received, at the Contracting Officer's discretion, certified cost or pricing data may be required to be submitted subsequent to proposal receipt.

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

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

I. 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.

J. 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.

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

L. Growth CLIN: The price for CLIN 0002 and CLIN 0004, Growth Work will be derived from the proposed price for CLIN 0001 and CLIN 0003 in accordance with the formula contained in Attachment II Proposal Breakdown Form. The average of the labor rate the successful offeror provides in the Price Proposal Breakdown Sheet will be inserted into H-Clause: Growth CLIN paragraph (e)(1) upon contract award as the fully loaded ship repair labor rate and will be utilized for the purpose of calculating total level of effort to completion under the negotiated Growth Work during the entirety of the contract. The average will be determined by dividing the sum of the total labor costs all CLIN by sum of the total man hours across all CLIN. Additionally, the estimated man-hours and material costs will be inserted into H-Clause: Growth CLIN paragraph (a) upon contract award. These amounts will be based upon the successful offeror's proposal in the Attachment (II) Proposal Breakdown Form, CLIN 0002 and CLIN 0004.

**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. Late proposals WILL NOT be considered. Partial proposals or attachments submitted late WILL NOT be considered. Offerors are advised to consult FAR 15.208 related to timely receipt of proposal.

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.

F. Mission-Essential Contractor Services Plan: In accordance with DFARS 252.237-7024, Notice of Continuation of Essential Contractor Services, the Offeror shall submit a written "Mission-Essential Contractor Services Plan" concurrently with its proposal. The plan shall comprehensively describe how the offeror will maintain uninterrupted delivery of essential services during periods of crisis. The written plan shall not exceed five (5) pages.

# 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 technical acceptability rating of "Acceptable";

- 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 nonprice factor must be achieved.

Evaluation factors for award:

- Factor 1 - Price, Lowest total 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, LOWEST TOTAL 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 or its plan to become an MSRA/ABR holder. The Government will evaluate the planned approach to obtain an MSRA/ABR or confirm the Offeror's existing MSRA/ABR certification. Any Offeror who do not possess an active MSRA or ABR, or does not agree to execute a master agreement (MSRA/ABR) before award of a job order, will be rated as technically unacceptable and will not be eligible to receive an award.