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
	N6264926RA0440008	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	09 Apr 2026	

7. ISSUED BY CODE N62649

NAVSUP FLT LOG CTR YOKOSUKA
PSC 473 BOX 11, FPO AP 96349-1500
FPO, AP 96349-1500
UNITED STATES
Risa Sakurai, Email: risa.sakurai.ln@us.navy.mil Telephone: 315-243-8400

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 1 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 via email until 10:00 AM *(Hour)* local time 21 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	
	Risa Sakurai	315	243-8400		risa.sakurai.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
	0001	22 Jul 2026	0002	22 Jul 2026
	0004	04 Jun 2026	0003	12 May 2026

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:
☐ 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:
13 Aug 2026, 02:27 AM Greenwich Mean Time

Section A - Solicitation/Contract Form

USS HIGGINS (DDG 76) 6C1 BUNDLE 3

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.

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 14 Dec 2026 to 20 Jul 2027

3. PLACE OF PERFORMANCE: Yokosuka Naval Base

4. OFFER: Offerors must provide all information required by this solicitation no later than 21 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: risa.sakurai.ln@us.navy.mil, peterjommel.s.arrieta.ln@us.navy.mil by 14 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	The Contractor shall accomplish the work specification package requirements listed in ATTACHMENT (I) of Section J onboard USS HIGGINS (DDG 76) during FY26 Chief of Naval Operations (CNO) 6C1. 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: The U.S. Dollar amounts shown are for the Government administrative purpose only. FY26 Budget Exchange Rate of JPY 150.4415 per USD 1.00 applies. Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Growth Reservation associated with CLIN 0001. This growth CLIN amount represents 8.71 percent of the total proposed cost for CLIN 0001. Note: The U.S. Dollar amounts shown are for the Government administrative purpose only. FY26 Budget Exchange Rate of JPY 150.4415 per USD 1.00 applies. Pricing Arrangement: Firm Fixed Price	1	Job		

Section C - Description/Specifications/Statement of Work

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) 6C1 in accordance with the requirements stated in this Section, the Work Item Specifications / Task Group Instructions (TGIs) and Work Item 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 FY26 CH1 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) FY26 Local Standard Items (LSI), FY26 SRF- JRMC LSI is applicable to all items without further reference. Category II SRF-JRMC FY26 LSI is applicable when invoked and/or referenced in individual TGIs specified in Attachment (I). FY26 LSIs and subsequent Changes have been distributed to all MSRA/ABR holders. Please refer to Section A of this Solicitation when requesting 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 o the Government for final disposition.

C-1.4 Contractor Furnished Material: 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 work items 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 Work Item 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 work item 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 item deletion from the original work item or 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 is 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 The following NAVSUP local text is hereby made part of the statement of work/performance work statement:

Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

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

APPLICABILITY

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

Each contractor employee providing services at a Navy Command under this contract is required to be registered in the Defense Biometric Identification System (DBIDS) and be issued a corresponding ID card or a Department of Defense Common Access Card (DoD CAC).

ACCESS TO FEDERAL FACILITIES

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

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a Personal Identity Verification (PIV) Card. To access Commander Fleet Activities Yokosuka (CFAY), contractors primarily need to be registered in DBIDS and be issued a corresponding ID card. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager upon arrival to the Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

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

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

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

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

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

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

OPERATION SECURITY (OPSEC)

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

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

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

START-UP PERIOD

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

Definition of "productive":

a. OF-306 signed by contractor employee

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

c. Completed EQIP (Electronic Investigation)

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

e. Common Access Card (CAC)

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

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

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

ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEMS

In accordance with DON CIO Memorandum (IT LEVEL DESIGNATION ON DD FORM 2875 SYSTEM AUTHORIZATION ACCESS REQUEST) 08 September 2020, contractor employees who require access to Department of the Navy (DoN) or DoD networks are categorized as Privileged, Enhanced, or Authorized users. All user level accesses may include positions which require

access to Controlled Unclassified Information (CUI). CUI includes sensitive information protected under the Privacy Act, to include Protected Health Information (PHI). IT System levels are determined by the requiring activity's Command Information System Security Manager (ISSM)/Information Assurance Manager (IAM).

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

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

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

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

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

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION

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

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

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

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

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

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

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

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

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

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

- Original Signed Release Statements

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

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

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

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

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

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

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

- Must have a favorably completed National Agency Check with Written Inquiries (NACI) or T1 investigation equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or the preferred method electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

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

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.

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.

Requirements

USS HIGGINS (DDG 76) 6C1 Bundle 3

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.

E-3.0 **Government Quality Assurance Surveillance Plan (QASP)**: The Government will monitor the Contractor's performance to ensure that services meet the requirements outlined in the Work Item/ Task Group Instruction in Section C. The Government will utilize a Quality Assurance Surveillance Plan (QASP) to systematically assess the Contractor's performance against established performance standards. The QASP is available as Attachment VII to this solicitation.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	Aug 1996		
52.246-4	Inspection of Services-Fixed-Price.	Aug 1996		
52.246-16	Responsibility for Supplies.	Apr 1984		

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Inspection and acceptance by Government. DoDAAC: N62758 CountryCode: USA SRF AND JRMC YOKOSUKA PSC 473 BOX 8, FPO AP 96349 FPO, AP 96349 UNITED STATES Ryuuji Nakajima, SRF-JRMC Business Agent Email: ryuuji.nakajima.ln@us.navy.mil Telephone: 315-243-4817
0002	Inspection and Acceptance Location Both Destination Instructions: Inspection and acceptance by Government. DoDAAC: N62758 CountryCode: USA SRF AND JRMC YOKOSUKA PSC 473 BOX 8, FPO AP 96349 FPO, AP 96349 UNITED STATES Ryuuji Nakajima, SRF-JRMC Business Agent

	Email: ryuuji.nakajima.ln@us.navy.mil 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: 14 Dec 2026

Contractor Work Completion Date: 20 Jul 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.

Overall Contract Delivery Period

Contractor Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Period From 14 Dec 2026 to 20 Jul 2027 Period of Performance From 14 Dec 2026 To 20 Jul 2027	1 Job	Place of Performance DoDAAC: N62758 CountryCode: JPN SRF AND JRMC YOKOSUKA PHONE 011-81-46-816-9177, 1 CHOME HON CHO BLDG A61 YOKOSUKA 238-0041 JAPAN Ryuuji Nakajima, SRF-JRMC Business Agent Email: ryuuji.nakajima.ln@us.navy.mil Telephone: 315-243-4817
0002	Delivery Period From 14 Dec 2026 to 20 Jul 2027 Period of Performance From 14 Dec 2026 To 20 Jul 2027	1 Job	Place of Performance DoDAAC: N62758 CountryCode: JPN SRF AND JRMC YOKOSUKA PHONE 011-81-46-816-9177, 1 CHOME HON CHO BLDG A61 YOKOSUKA 238-0041 JAPAN Ryuuji Nakajima, SRF-JRMC Business Agent Email: ryuuji.nakajima.ln@us.navy.mil Telephone: 315-243-4817

FAR Clauses Incorporated by Reference

Variation

Number	Title	Effective Date	Alternate/ Deviation	Effective Date
52.242-15	Stop-Work Order.	Aug 1989		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.217-7007	Payments.	Dec 1991		
252.217-7008	Bonds.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Invoice and Receiving Report (Combo)

(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.

N/A

(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	____
Ship To Code	N62758
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	N62758
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

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

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

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

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

(g) *WAWF point of contact.*

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

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)

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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)

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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)

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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 Lay Down Space

The Contractor may request the lay down space adjacent to the ship yard in Yokosuka 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 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.

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 (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 Ship Repair Facility - Japan Regional Maintenance Center (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 work items, during the contract period of performance, without impacting, accelerating, or causing delay or disruption to the work required by the other contracted for work items, 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, and irrespective of whether the growth and new work tasked exceeds the estimate in paragraph (a) above.

(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

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
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		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	Feb 2026		
52.215-14	Integrity of Unit Prices.	Nov 2021		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-6	Taxes-Foreign Fixed-Price Contracts.	Feb 2013		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
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		
52.234-1	Industrial Resources Developed Under Title III of the Defense Production Act. (Deviation 2026-O0038)	Feb 2026		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026		
52.242-13	Bankruptcy.	Jul 1995		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate II)	Feb 2026	Alternate II	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.246-25	Limitation of Liability-Services.	Feb 1997		
52.246-26	Reporting Nonconforming Items.	Aug 2024		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.249-8	Default (Fixed-Price Supply and Service).	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		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.217-7003	Changes.	Dec 1991		
252.217-7004	Job Orders and Compensation.	May 2006		
252.217-7005	Inspection and Manner of Doing Work.	Jul 2009		
252.217-7006	Title.	Dec 1991		
252.217-7009	Default.	Dec 1991		
252.217-7010	Performance.	Jul 2009		
252.217-7011	Access to Vessel.	Dec 1991		
252.217-7012	Liability and Insurance.	Aug 2003		
252.217-7013	Guarantees.	Dec 1991		
252.217-7014	Discharge of Liens.	Dec 1991		
252.217-7015	Safety and Health.	Dec 1991		
252.217-7016	Plant Protection.	Dec 1991		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.225-7005	Identification of Expenditures in the United States .	Jun 2005		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
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

252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.235-7003	Frequency Authorization. (Alternate I)	Mar 2014	Alternate I	Mar 2014
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7001	Contractor Purchasing System Administration. (Alternate I)	Jan 2025	Alternate I	Jan 2025
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010		
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.	Jan 2023		
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.209-1 Qualification Requirements. (Deviation 2026-O0038) (Feb 2026)

QUALIFICATION REQUIREMENTS (FEB 2026) (DEVIATION 2026-O0038)

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

Qualification requirement means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) ____

(Address) ____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name ____

Manufacturer's Name____

Source's Name ____

Item Name ____

Service Identification ____

Test Number ____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract will not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

52.222-50 Combating Trafficking in Persons. (Deviation 2026-O0038) (Alternate I) (Feb 2026) Alternate I (Feb 2026)

Alternate I (FEB 2026) (DEVIATION 2026-O0038). As prescribed in 22.1703-2(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(c)(1)(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:
___	___	___
___	___	___

[*Contracting Officer must insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.*]

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):

DFARS Revolutionary FAR Overhaul Class Deviations: https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

DFARS Clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/

FAR Clauses: https://www.acquisition.gov/browse/index/far/

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

(End of clause)

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

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement[insert regulation name] (48 CFR 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)

252.237-7023 Continuation of Essential Contractor Services. (Oct 2010)

CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment 1, Mission-Essential Contractor Services, dated N/A.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

Section J - List of Attachments

Attachment (I) Work Specification(s) for TGI

38KB312386-A01

38KB312387-A01

38KB312388-A01

38KB313103-A01

38KB325102-A01

38KB386501-A01

38KB312389-A02

38KB312389-A03

SRF Reference:

Non-Standard Drawings Builder's Drawings

NAVSEA Standard Drawings Military Standards

Naval Ships Technical Manuals Test Procedures

Liaison Action Record Form (LAR)

Engineering Liaison Memorandum (ELM)

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

Attachment (VII) Quality Assurance Surveillance Plan (QASP)

Attachment (VIII) Contracts Data Sheet

Exhibits: Contract Data Requirements List (CDRL)

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
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		
252.225-7042	Authorization to Perform.	Apr 2003		
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		

FAR Clauses Incorporated by Full Text

52.203-2 Certificate of Independent Price Determination. (Apr 1985)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)
(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.209-7 Information Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION 2026-O0038)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038) (Feb 2026)

VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2).*]

☐ (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices /under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

☐ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.215-6 Place of Performance. (Deviation 2026-O0038) (Feb 2026)

PLACE OF PERFORMANCE (FEB 2026) (DEVIATION 2026-O0038)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

Code)	
—	—
—	—

(End of provision)

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)

252.225-7020 Trade Agreements Certificate. (Nov 2014)

TRADE AGREEMENTS CERTIFICATE-BASIC (NOV 2014)

(a) *Definitions.* "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements-Basic clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless-

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin.*

(1) For all line items subject to the Trade Agreements-Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)		(Country of Origin)
____		____
____		____
____		____

(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.xml). 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

Risa Sakurai (risa.sakurai.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 14 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 215.202-71, 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, Growth Work will be derived from the proposed price for CLIN 0001 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.

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 15.107 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. *Past Performance Information (PPI)*: The offeror should provide PPI "Contract Data Sheet(s)" (utilizing Attachment (VIII)) on no more than three (3) of the offeror's most recently completed contracts with the U.S. Government, Government of Japan (including Japanese Maritime Self-Defense Forces (JMSDF)/other host nation governments if performed in country other than Japan), and/or the general public not to exceed three (3) years since completion for like or similar services to those to be provided under this solicitation. If the offeror is unable to provide three (3) relevant contracts for past performance evaluation, a lesser number may be submitted. Failure to submit Contract Data Sheet(s) shall be considered a certification that the Contractor has no past performance for like or similar items for the Government to evaluate; however, this does not preclude the Government from considering and evaluating past performance records and information in its possession for work it determines to be relevant.

E. *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.

F. 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		

52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	Feb 2026		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		
52.237-1	Site Visit.	Apr 1984		

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

52.216-1 Type of Contract. (Deviation 2026-O0038) (Feb 2026)

TYPE OF CONTRACT (FEB 2026) (DEVIATION 2026-O0038)

The Government contemplates award of a ____[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038) (Feb 2026)

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

☐ Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

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):

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

FAR Clauses: https://www.acquisition.gov/browse/index/far/

DFARS Clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/

DFARS Revolutionary FAR Overhaul Class Deviations: https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of provision)

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

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.237-7024 Notice of Continuation of Essential Contractor Services. (Oct 2010)

NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) *Definitions*. "Essential contractor service"and "mission-essential functions" have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment 1, Mission Essential Contractor Services, dated N/A, during periods of crisis. The offeror shall-

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum-

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

Section M - Evaluation Factors for Award

M-1.0 GENERAL

The contract resulting from this solicitation will be a Firm-Fixed-Price (FFP) Single award contract. Proposals will be evaluated in accordance with FAR Part 15 "Contracting by Negotiation" utilizing lowest price technically acceptable (LPTA) source selection process identified in FAR 15.103-2. LPTA is a process used in competitive negotiated contracting where the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. Best value as defined in FAR 2.101, means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

M-2.0 BASIS FOR AWARD

The Government will evaluate offers on a LPTA basis in accordance with FAR 15.103-2. 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;
- Obtain a rating of "Acceptable" under Factor 3, Past Performance; and
- 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. Evaluation of an Offeror's proposal will be based on the presented information in the written proposal along with any data obtained from outside sources as it relates to past performance. An offer that is rated as "Unacceptable" in either past performance or 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.

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.

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

- Factor 3 - Past performance

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 F, 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. A price reasonableness determination will be made on the total evaluated price utilizing the proposal analysis techniques delineated in the FAR 15.404-1 as deemed appropriate. If the Government determines that adequate price competition was not obtained and/or if the total evaluated price cannot be deemed fair and reasonable, the Government reserves the right to request cost or pricing data.

Factor 2 - TECHNICAL ACCEPTABILITY

The term "technical", as used herein, refers to non-price factors other than past performance. The purpose of the technical factor is to assess whether the Offeror's proposal will satisfy the Government's minimum requirements. This will be evaluated on an acceptable or unacceptable basis.

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 has a qualification requirement for Offerors 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 E, the Government will confirm the Offeror's existing MSRA/ABR certification. 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, will be rated as technically unacceptable and not eligible to receive an award.

Factor 3 - PAST PERFORMANCE

Evaluation of each offeror's past performance will be based on information in the Government's possession, information submitted by the offeror in accordance with Section L-3.0 of the solicitation, and useful and relevant information from other sources. Relevant past performance is performance under contracts accomplished within the past three (3) years that is of the same or similar scope, complexity, and magnitude to that which is described in the solicitation. Information related to performance under contracts with the following agencies (listed in order of importance) will be evaluated:

(1) U.S. Government agencies;

(2) Government of Japan agencies, including JMSDF/other host nation government if performed in country other than Japan; and

(3) Private Sector.

The Government will not discriminate against a newly started business concern, or one lacking previous Government performance experience. If the government has no performance record on an offeror, this fact alone shall not be grounds for exclusion from award.

Each past performance effort that is found to have at least some relevance to the instant requirement will be evaluated to determine the quality of the offeror's performance. The Government will focus its inquiry of the Offerors record of performance as it relates to the following:

(1) Quality of Service (technical compliance with contract requirements);

(2) Timeliness of performance (ability to meet schedule); and

(3) Management (offeror's general businesslike concern for the interest of the customer).

An "*unacceptable*" rating will be given to the offeror who is or within the past three (3) years has been seriously deficient in contract performance, unless the contracting officer determines that the circumstances were properly beyond the offeror's control or that the offeror took appropriate corrective action. Seriously deficient denotes a situation where performance did not meet some material contractual requirement.

Past performance information (PPI) utilized in the evaluation will include data obtained from the Contractor performance data sheets. Contractor references that cannot be contacted will not be considered. Government evaluators may avail themselves of various federal, state, and local past performance databases including, but not limited to, Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontracting Reporting System (eSRS), and Defense Logistic Agency's (DLA's) Mechanization of Contract Administration Services (MOCAS) system. The Government may research offeror performance on any federal, state, local, and commercial contract that is known to the Government, but not included on a submitted

"Contractor Data Sheet." Additionally, interviews with Program Managers, Contracting Officers, and the Defense Contract Management Agency may be utilized.

The following rating scale shown in Table M-2 will be used for the proposal's overall past performance rating:

Table M-2. Past Performance Acceptable/Unacceptable Rating Method

Adjectival Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the Offeror's performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.

In accordance with FAR 15.202(c)(1), an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/ unacceptability, "*unknown*" shall be considered "*acceptable*".

M-4.0 SOURCE SELECTION

The source selection will be conducted in accordance with the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), Navy Marine Corps Acquisition Regulation Supplement (NMCARS), NAVSUP Contracts Handbook, internal NAVSUP guidance and procedures as well as any other applicable regulation or policy. These policy and regulations provide for checks and balance, and independent evaluation of proposals to ensure integrity is maintained throughout the process. Offerors are encouraged to consult the regulations and guidance online.

The Government intends to make an award to the responsible offeror, with acceptable past performance, who submits a technically acceptable proposal that conforms to the requirements of the solicitation, offering the lowest evaluated price.

The Government intends to make an award based on initial proposals; however, the Government reserves the right to enter into discussions. If discussions are applicable, all Offerors selected to participate in discussions shall be advised of deficiencies or significant weaknesses that have been identified during the evaluation, and shall be given an opportunity to submit a final proposal revision (FPR). The evaluation criteria set forth under Section M, shall still be the basis for evaluation of the FPRs.

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 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)