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
	N6264926RL0060007	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	14 May 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
Keiko D'Agostino, Email: keiko.dagostino.civ@us.navy.mil Telephone: 315-421-2839

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

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 03:00 PM *(Hour)* local time 17 Jun 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	
	Keiko D'Agostino	315	421-2839		keiko.dagostino.civ@us.navy.mil

11. TABLE OF CONTENTS

(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				*PART II - CONTRACT CLAUSES*	
X	A	SOLICITATION/CONTRACT FORM	1-2	X	I	CONTRACT CLAUSES	23-50
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3-6			*PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS*	
X	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	7-11	X	J	LIST OF ATTACHMENTS	51
X	D	PACKAGING AND MARKING	12			*PART IV - REPRESENTATIONS AND INSTRUCTIONS*	
X	E	INSPECTION AND ACCEPTANCE	12-13	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	52-66
X	F	DELIVERIES OR PERFORMANCE	14				
X	G	CONTRACT ADMINISTRATION DATA	15-18	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	67-84
X	H	SPECIAL CONTRACT REQUIREMENTS	19-22	X	M	EVALUATION FACTORS FOR AWARD	85-87

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
	0003	02 Jun 2026	0001	23 May 2026
	0002	29 May 2026	0004	03 Jun 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.

Section A - Solicitation/Contract Form

USNS JOHN LEWIS (T-AO 205) MID-TERM AVAILABILITY (MTA)

Project Number: SSU SN 27-003
Date: 04 Jun 2026

Section A - Solicitation/Contract Form

USNS JOHN LEWIS (T-AO 205) MID-TERM AVAILABILITY (MTA)

1. USNS JOHN LEWIS (T-AO 205): NAVSUP Fleet Logistics Center Yokosuka (NAVSUP FLCY), Site Singapore has a new requirement in support of the USNS JOHN LEWIS (T-AO 205). The repair and maintenance package of work items are included as SSU SN 27-003.

2. PERIOD OF PERFORMANCE: 15 September 2026 – 14 November 2026 (15 November 2026 -29 November 2026 with option)

3. PLACE OF PERFORMANCE: U.S. 7th Fleet Area of Responsibility (AOR) with geographical restriction excluding performance in India.

4. OFFER: Offerors must provide all information required by this solicitation no later than 15 June 2026 at 10: 00 AM Singapore Standard Time.

5. WORK ITEM INFORMATION:

a. Any work item priced based on an estimated quantity/scope will be balanced at the completion of the availability via a contract modification.

b. References in the Work Items will be provided to offerors via DoD safe (a web-based tool that provides users the capability to securely send and receive large files, including files that are too large to be transmitted via email.) Please email request for references to: Keiko D'Agostino, Contracting Officer, keiko.dagostino.civ@us.navy.mil.

6. CONDITIONAL PROVISIONS AND CLAUSES: This solicitation contains the mandatory provisions and clauses, as well as conditional provisions and clauses (e.g., clause at H-3.0 Applicable to Contracts Performed in Japan; clause at H-4.0 Applicable to Contracts Performed in Korea). Conditional provisions and clauses are self-deleting if they do not apply.

7. SMALL BUSINESS CONCERNS: If the government receives offers from two or more responsible small business concerns that are competitive in terms of market prices, quality, and delivery; no offers received from other than small business concerns will be considered for award. In such event, FAR provision 52.219-6 (Notice of Total Small Business Set-Aside) shall be considered incorporated by reference.

If the Government does not receive offers from two or more responsible small business concerns that are competitive in terms of market price, quality, and delivery; all offers, including offers from other than small business concerns, will be considered for award.

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

NOTE A: FIXED SHIP REPAIR LABOR AND MATERIAL HANDLING RATES FOR GROWTH, NEW WORK, AND TIME AND MATERIALS (T&M)

1. The Contractor's fully burdened ship repair labor rate will be used for negotiating growth, new work, and T&M to be performed under this Contract. The fully burdened labor rate and material rate identified in Attachment J-3 (Contractor Price Breakdown). The Contractor agrees that the number of hours included in its price proposal submitted in response to Contract Change Order (CCO), shall include only direct production hours. For these purposes, direct production 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 Work

Pipefitting

Rigging

General Labor

Staging/Scaffolding

Diesel Mechanics

2. The fully burdened ship repair labor rate proposed by the contractor and identified in Attachment J-3, includes all costs associated with support functions (whether charged directly or indirectly by the Contractor's accounting systems) provided in support of the direct production functions listed in Note B paragraph 1 above. Support functions are considered to be included in the Contractor's fully burdened ship repair labor rate for direct production hours. Labor hours for the below support functions shall not be separately proposed, including in support of subcontractors. Support functions include, and are not limited to, those types listed below:

Testing

Quality Assurance

Execution Planning

Cleaning (except tank cleaning)

Supervision (all types, including, but not limited to supervision of trades, support personnel and subcontractors)

Security

Surveying

Administration

Transportation

Purchasing Staff

Lofting

Other indirect support

Handling & Warehousing

Safety/Environmental

Program Management

3. The fully burdened ship repair labor rate is a fixed hourly rate that includes all wages, (i.e. straight time, overtime, shift differential, holiday time, etc.), overhead, all other indirect costs, general and administrative expenses, Facilities Capital Cost of Money (FCCOM) and profit. The fully burdened ship repair labor rate 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. Physical materials are goods that become incorporated into the repaired vessel in the course of the repair, such as replacement steel, pipes, paint, and fasteners. The material handling rate applies to physical materials but not to consumable materials. The material handling rate will be applied to the actual cost of the physical material. Actual cost does not include handling charges, general and administrative cost, overhead, profit, or any other indirect cost.

6. For contract changes involving subcontractors, subcontractor quotes will only be subject to the material handling fee rate identified in Attachment J-3. Subcontractor quotes must be competitively acquired, and submitted with the contractor's pricing proposal in response to CCOs, if applicable, issued by the Contracting Officer (KO). At no time will the proposed total to be performed by the prime contractor combined with subcontractor quote, material quote, and applicable material handling fee be allowed to cost more than it would have, had the prime contractor directly provided all material and labor. If the Contractor intends to subcontract a CCO for procurement of material only, the Contractor shall notify the KO prior to submitting its CCO pricing stating the reason subcontracting the CCO is the best value to the Government. The proposed total pricing restriction addressed in the preceding sentence does not apply in any case where the work is required to be performed by Original Equipment Manufacturers (OEMs), or Government directed subcontractors. CCOs that are subcontracted for material only (no associated labor required within the CCO) shall not be subject to the material handling fee. Any material handling fee rate applied to new work shall be approved at the discretion of the KO, upon receipt of supporting documentation in accordance with FAR 15.404-3.

7. The Contract fixed fully burdened ship repair labor rate and material handling rate identified in Attachment J-3 shall be used for negotiating growth, new work, and T&M during the availability and up to three (3) months after the Contract Complete date.

NOTE B: AVAILABILITY SCHEDULE PERFORMANCE

1. The Contractor shall schedule the performance of all items in the work package, including all Base and Option items, so as to permit a contract scope increase which includes the total contract wide number of labor hours and material dollars to complete growth work as described in T&M CLINs.

2. The Contractor agrees that these labor hours and materials, if tasked, shall be performed, purchased and installed concurrently with the work items, without impacting, accelerating, or causing delay or disruption to the work required by the base and option work items, to any other Government contract, or to any other work in progress for the Government.

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	USNS JOHN LEWIS MTA CAT A Complete the Mid-Term Availability (MTA) of USNS JOHN LEWIS (T-AO 205) as described in accordance with Military Sealift Command (MSC) specification, SSU SN 27-003, under Section J, Attachment J-1. This is a total of sub-line items as described in Attachment J-3 Contractor Price Breakdown. All prices stated shall be in NET US Dollars inclusive of all applicable charges. The contractor shall submit an itemized breakdown of the price for each work item on the form provided in Section J, Attachment J-3. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0002	USNS JOHN LEWIS MTA CAT B WI 0030 Work Item 0030 Continuation of Services for USNS JOHN LEWIS (T-AO 205) as described in accordance with MSC Specification SSU SN 27-003. This is a total of sub-line items as described in Work Item 0030 Continuation of Services described in Attachment J-3, Contractor Price Breakdown in accordance with MSC specification, SSU SN 27-003 under Section J, Attachment J-1. All prices stated shall be in NET US Dollars inclusive of all applicable charges. This option may be exercised up to full quantity by the US Government. Pricing Arrangement: Firm Fixed Price	15	Days		
	USNS JOHN LEWIS MTA Growth Work for CAT A - Prime Labor Time and Materials (T&M) Not-to-Exceed (NTE) Unit Hourly Labor Rate: $_____/ Hour Qty. in Hours: 22,352 Extended Price $_____ (Hourly Labor Rate x				

0003	22,352) *Contractor shall not incur any costs under this CLIN until a formal written authorization is issued by the Contracting Officer. All prices stated shall be in NET US Dollars inclusive of all applicable charges. Pricing Arrangement: Time and Materials	22,352	Hours		
0004	USNS JOHN LEWIS MTA Growth Work for CAT A - Material/Subcontractor/Other Costs Time and Materials (T&M) Not-to-Exceed (NTE) Material/Subcontractor/Other Direct Costs without markup: $1,075,701.26 Qty: 1 Material Handling/Percent Markup: _____% Extended Price $ _____ ($1,075,701.26 x % markup) *Contractor shall not incur any costs under this CLIN until a formal written authorization is issued by the Contracting Officer. All prices stated shall be in NET US Dollars inclusive of all applicable charges. Pricing Arrangement: Time and Materials	1	Lot		

Section C - Description/Specifications/Statement of Work

C-1 GENERAL

The Contractor shall prepare for and accomplish the attached work items as specified herein and in accordance with the Specification Package Military Sealift Command (MSC) as provided herein, test procedures and other detailed data provided by the Government.

The Contractor shall perform planning, document preparation, engineering, procurement, prefabrication and shipyard production work, and/or any other work necessary to prepare for and accomplish the alterations, repairs, maintenance and routine work specified herein. These requirements include, but are not limited to, the following:

(a) Provide the management, procurement, production, testing, quality assurance, technical capability and resources necessary to prepare for and accomplish the repairs and alterations in accordance with the requirements stated herein, the contract work specifications, and the additional work specifications if necessary within the availability time period specified in Section F.

(b) Accomplish planning and scheduling to ensure timely procurement of Contractor Furnished Material/Contractor Furnished Property (CFM/CFP) and receipt, storage, and installation of Government Furnished Material/Government Furnished Property (GFM /GFP) and CFM /CFP.

(c) Apply progress measurement systems to determine the physical progress of completed work for each of the elements in the contractor's scheduling plan, including material and manpower control, engineering, production, tests and trials in accordance with the Contractor's own Technical Proposal, and the work item package. The progressing system shall permit a direct comparison of the physical progress of completed work to the planned performance measurement baseline for each of the elements in the scheduling plan.

(d) Establish management procedure and systems to identify behind schedule conditions and unfavorable schedule variance, using the scheduling plan performance measurement baseline, each of the elements in the baseline, and the progress measurement systems. The applied systems and procedures shall provide timely identification of scheduling problem areas to permit prompt management action to correct unsatisfactory conditions.

(e) Develop a performance milestone schedule/critical path chart to measure scheduled performance. Deviations from the milestone schedule/critical path chart must be submitted to and approved by the Contracting Officer. The Contractor warrants that all work required by Section C of this contract shall be completed within the performance period stated in Section F of the Contract. A performance milestone schedule and critical path chart shall be developed and submitted in accordance with the Work Item Package.

(f) Apply approved quality control procedures as required by this contract and the work item package to ensure procured material and performed production work conforms to the required quality standards.

(g) Apply procedures to ensure that the ship's equipment and systems remain configured to existing baselines with regard to procured material, production work, and software.

(h) Apply stringent configuration control procedures to ensure that configuration baselines are maintained for procured material and production work.

(i) Provide for staging and storing of Long Lead Time Material (LLTM) for use in the availabilities, as required by the Work Item Package.

(j) Comply with all security requirements and measures called for on the DD Form 254, if the form is listed in Section J and attached hereto.

(k) DATA REQUIRED FOR CONTRACT CHANGE ORDER (CCO):

For all generated CCOs, the Contractor shall provide all CCO pricing proposals to the KO within five (5) calendar days of receipt, unless otherwise specified on an individual CCOA Contractor's CCOs price proposal shall remain valid for a minimum of 14 calendar days, unless otherwise specified on an individual CCO. If the Contractor intends to request settlement of a CCOs price prior to 14 calendar days, the Contractor shall notify the KO, in writing, prior to submitting the CCOs price proposal stating the reason the CCOs price proposal must be settled in less than 14 calendar days and propose a revised timeline. The request will be accepted or rejected at the discretion of the KO. The Contractor shall list as part of the CCOs price proposal any specific terms and conditions related to completion of the change order to include impact to milestones, sequencing of adjacent work items, and revised completion date(s) for impacted work item(s). Any proposed change to a schedule milestones shall include a proposed revised date. If such items are not included as part of the CCOs price proposal (where applicable), the CCOs price proposal will not be considered timely received.

The pricing of the CCOs proposal shall include at a minimum:

a. Labor hours to be performed by the Contractor $_____
b. Subcontractor Quote (If applicable) $_____
c. Material Quote (If applicable) $_____

Note 1 - Labor Hours: Proposed labor hours to be performed by the Contractor shall be provided broken down by paragraph and/or task, trade and labor hour mix as contained in the J-3 pricing attachment(s).

Note 2 - Material: Material pricing shall include a list detailing the source, part number, description, unit cost, quantities, total cost and underlying vendor quotes for each line item.

Note 3 - Subcontractor Quotes: Subcontractor quotes shall include labor hours, labor rate, material (part number, description, unit cost, quantity, total cost, and vendor quotes for each line item), and tiered subcontractor quotes (if applicable). The Contractor shall submit documentation establishing the price reasonableness of each subcontractor quote per FAR 15.404-3(b).

Note 4 - Supporting Documentation: The requirements for complete submission of a CCOs price stated above represents the minimum and does not limit the Government from requesting additional information. In the event the KO is unable to make a fair and reasonable determination based on the original CCO pricing submission, the Contractor shall comply with FAR 15.402(a)(2) which requires the Contractor provide data the KO needs in order to determine a fair and reasonable price.

Note 5 - Late Submissions: The above documentation must accompany the CCO proposal to be considered submitted to the KO. The number of days a Contractor's CCO's price proposal remains valid does not begin until the CCOs price proposal is considered received by the KO.

If circumstances arise where the Contractor is unable to submit a CCO's proposal within the number of days specified in paragraph above, the Contractor shall notify the KO, in writing, of the specific circumstances and provide a revised date on which a CCOs price proposal will be submitted. Additional time required to complete a CCO's price proposal may be granted solely at the discretion of the

KO. The new timeframe granted solely at the discretion of the KO and which may differ from the Contractor's request, shall be met by the Contractor. Notification of a late CCO's price proposal does not exempt the Contractor from meeting its requirement, but may be considered by the Government when conducting a CPARS evaluation and utilized for past performance ratings on future contracts.

Note 6 - Requests for Clarification: If clarification is needed in response to a CCO, the Contractor must submit a Request for Clarification (RFC) within two (2) business days of receipt of the Government's CCOs. Once a RFC is submitted, the Contractor, KO and Principle Port Engineer (PPE) and/or Project Manager (PM) will meet the following business day to clarify the scope of work. If, as a result of the meeting, a CCOs revision is required, the Contractor's CCOs price submission will run from the date of receipt of the revised CCO. If a RFC is received after the two (2) business day deadline, it is at the KO's discretion whether to accept the submission.

(l) DESCOPING OF REQUIREMENTS: The Government reserves the right to change or terminate this contract. CCO changes to descope work specifications are incorporated into the contract via descope CCOs 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 labor rates and prices entered in Attachment J-3 (Contractor Price Breakdown), for negotiating and settling CCOs.

1. Pricing of Deletion CCOs: The Contractor agrees to descope changes CCOs at the same labor rate awarded in Attachment J-3 (Contractor Price Breakdown), as follows:

a. Partial or full work item descoping of CCOs from the basic work package will be descoped at the awarded labor rate a Work Item Index tab of Attachment J-3 (Contractor Price Breakdown).

b. Partial or full work item descoping of CCOs from settled growth work or new work will be descoped at the agreed upon labor rate as entered in the Labor tab of Attachment J-3 (Contractor Price Breakdown).

(m)AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER: Except as specified in the paragraph below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

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.

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, said authority remains solely the Contracting Officer's. 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 and/or schedule to cover any increase in charges incurred as a result thereof. The only exception to this is if the Contractor is ordered to stop work for a safety reason. In the event the Contractor is asked to stop work for safety reasons, the Contractor shall notify the Contracting Officer in writing of the circumstances surrounding the stop work.

If the Contractor believes it has been directed to perform work outside the scope of the contract, it must notify the Contracting Officer immediately.

C-2 TESTING AND QUALITY CONTROL

Provide and maintain an inspection system acceptable to the Government in accordance with the Specification Package Military Sealift Command (MSC) as provided herein and additional requirements contained herein.

A. Nonconforming Material

The Contractor shall establish and maintain a positive system for controlling material which is not in conformance with contractor requirements. The system shall identify and segregate nonconforming material.

B. Subcontractor Control and Evaluation

1. The Contractor shall require subcontractors and suppliers to invoke adequate inspection systems that ensure the required quality of materials, parts, components, and services for end-use in this ship repair. The Government shall be permitted to monitor the Contractor's system for inspecting subcontractors.

2. Contractor is 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 familiarity with those requirements prior to submitting its offer.

C. Calibration

1. Only calibrated equipment shall be used to perform tests and inspections.

2. Test and measuring equipment shall be within industry standard limits and shall be calibrated against standards traceable to the National Bureau of Standards.

3. Calibrated equipment shall be identified with a label stating date of calibration, due date and certifying agency.

4. Calibrated equipment shall be used for all pressure and weight testing, measurements of electrical waves, balancing operations, tachometers and other indirect measuring devices used for inspection or to record data or dimensions required by specifications.

C-3 MANAGEMENT/STAFFING PLAN

The organization chart shall include the positions in upper management, program managers, negotiators, estimators, scheduling personnel, engineering personnel, key production personnel by trade, and the lead position in the shipyard safety organization, testing organization, and the quality control organization.

C-4 GENERAL TECHNICAL REQUIREMENTS

The following COMSC Instruction is hereby incorporated into this Contract by reference: COMSC Instruction 4700.16 Series, "General Technical Requirements." Copies of this instruction are available at https://flankspeed.sharepoint-mil.us/sites/USFF-MSC via search for "COMSC Instruction 4700.16 Series." In the event that the instruction cannot be found, please reach out to the Contracting Officer: keiko.dagostino.civ@us.navy.mil.

Requirements

Complete the Mid-Term Availability (MTA) of USNS JOHN LEWIS (T-AO 205) as described in accordance with Military Sealift Command (MSC) specification, SSU SN 27-003.

Section D - Packaging and Marking

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Full Text

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

Higher-Level Contract Quality Requirement (Dec 2014)

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

Higher level quality requirements are detailed in the individual work items and include ABS standards.

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

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

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

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

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

(End of clause)

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: The PPE will be responsible for all acceptance for the MSC requirement. DoDAAC: N21667 CountryCode: USA USNS JOHN LEWIS T-AO 205 2798 HARBOR DR. BLDG 15 RM 200, SAN DIEGO CA 92113-3650 SAN DIEGO, CA 92113-3650 UNITED STATES Brendan Donovan, Principal Port Engineer (PPE) Email: brendan.j.donovan.civ@us.navy.mil Telephone: (757) 439-5292
Option Line Item 0002	Inspection and Acceptance Location Both Other Instructions: The PPE will be responsible for all acceptance for the MSC requirement. DoDAAC: N21667 CountryCode: USA USNS JOHN LEWIS T-AO 205 2798 HARBOR DR. BLDG 15 RM 200, SAN DIEGO CA 92113-3650 SAN DIEGO, CA 92113-3650 UNITED STATES Brendan Donovan, Principal Port Engineer (PPE) Email: brendan.j.donovan.civ@us.navy.mil Telephone: (757) 439-5292

0003	Inspection and Acceptance Location Both Other Instructions: The PPE will be responsible for all acceptance for the MSC requirement. DoDAAC: N21667 CountryCode: USA USNS JOHN LEWIS T-AO 205 2798 HARBOR DR. BLDG 15 RM 200, SAN DIEGO CA 92113-3650 SAN DIEGO, CA 92113-3650 UNITED STATES Brendan Donovan, Principal Port Engineer (PPE) Email: brendan.j.donovan.civ@us.navy.mil Telephone: (757) 439-5292
0004	Inspection and Acceptance Location Both Other Instructions: The PPE will be responsible for all acceptance for the MSC requirement. DoDAAC: N21667 CountryCode: USA USNS JOHN LEWIS T-AO 205 2798 HARBOR DR. BLDG 15 RM 200, SAN DIEGO CA 92113-3650 SAN DIEGO, CA 92113-3650 UNITED STATES Brendan Donovan, Principal Port Engineer (PPE) Email: brendan.j.donovan.civ@us.navy.mil Telephone: (757) 439-5292

Section F - Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 15 Sep 2026 To 14 Nov 2026	1 Job	
Option Line Item 0002	Period of Performance From 15 Nov 2026 To 29 Nov 2026	15 Days	
0003	Period of Performance From 15 Sep 2026 To 14 Nov 2026	22,352 Hours	
0004	Period of Performance From 15 Sep 2026 To 14 Nov 2026	1 Lot	

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		
52.247-29	F.o.b. Origin.	Feb 2006		

Section G - Contract Administration Data

G-1.0 Designated Invoice Office

The Contractor shall submit its invoice, as described in "Invoice Information" below, and Material Inspection and Completion Report as part of submission of payment request made using Wide Area Work Flow (WAWF). In addition, Contractor shall submit its invoice and documents via email to the following:

Mr. Brendan Donovan, brendan.j.donovan.civ@us.navy.mil
MSCFE-Singapore-N8@us.navy.mil

Invoice Information
Pursuant to the requirements of FAR 52.232-25 Prompt Payment (JAN 2017), a proper invoice must include following information:

(a) Name and address of the Contractor;
(b) Invoice date;
(c) Invoice number;
(d) Contract number or other authorization for supplies delivered or services performed (including order number, contract line item number (CLIN) and, if applicable, the contract subline item number (SLIN);
(e) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
(f) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms) and the accounting classification reference number (ACRN) as identified on the financial accounting data sheets. The bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;
(g) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
(h) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and
(i) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

G-2.0 Designated Payment Office

Payment will be made by the following office or as otherwise specified in the contract at each Site

N50082
ACCOUNTS PAYABLE NAVY ERP
PO BOX 2050
5450 CARLISLE PIKE
MECHANICSBURG, PA 17055-0791

G-3.0 Payment Method

(a) Payment will be made by Wide Area WorkFlow (WAWF).
(b) If payment by WAWF applies, payment shall be made in accordance with DFARS 252.232-7006 Wide Area Work Flow Payment Instructions, PGI 232.70 Electronic Submission and Processing of Payment Requests and Receiving Reports, and https://piee.eb.mil.

G-4.0 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - FEDERAL RESERVE WIRE TRANSFER SYSTEM (NAVSUPFLCY MAR 2026)

(a) Definitions.
Beneficiary, as used in this clause, means the name of the owner of the bank account designated to receive the payment. This name must exactly match the name on the bank's account records.

International Bank Account Number (IBAN), as used in this clause, means and international standard for identifying a specific bank account, used for transactions involving European, Middle Eastern, and other participating countries.

Recipient, as used in this clause, means the contractor who is the legal entity entitled to payment under the terms of this contract.

Sort Code, as used in this clause, means a six-digit number that identifies a specific bank and branch location within the United Kingdom.
SWIFT Code, as used in this clause, means the Society for Worldwide Interbank Financial
Telecommunication code, an 8 or 11-character code that identifies a specific bank for international transactions. This may also be known as the Bank Identifier Code (BIC).

Unique Entity ID (UEI), as used in this clause, means the official identifier assigned by the System for Award Management (SAM.gov) to all entities doing business with the federal government.

(b) Information Submission. The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be capable of receiving Federal wire transactions via either a SWIFT Code or an IBAN.

(c) Changes to Information. Any change by the Contractor in the designation of the bank account to receive electronic transfer of funds in accordance with this provision must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(d) No Assignment of Funds. The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

COMPLETE THE FOLLOWING INFORMATION (TYPE WRITTEN OR CLEAR PRINTING)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)
CONTRACT NUMBER: _____ (Contracting Officer fill-in)

RECIPIENT'S CAGE CODE: _____
[ ] CHECKING TYPE 22 (Payment is a standard ACH credit to a checking account)
[ ] SAVINGS TYPE 32 (Payment is a standard ACH credit to a savings account)

RECIPIENT'S UEI NUMBER: _____

BENEFICIARY'S BANK NAME: _____
(DO NOT EXCEED 29 CHARACTERS)
BENEFICIARY'S BANK ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

_____
(DO NOT EXCEED 25 CHARACTERS)

BENEFICIARY'S BANK ACCOUNT NUMBER: _____

BENEFICIARY'S BANK SWIFT NUMBER: _____
(EITHER 8 OR 11 CHARACTERS ONLY)

IBAN NUMBER: _____ (If applicable)

BENEFICIARY'S BANK SORT CODE: _____ (If applicable)
(6 CHARACTERS ONLY)

(e) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____

SIGNATURE _____

(f) Notwithstanding any other provision of the contract, the requirements of this provision shall control.

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.204-7006	Billing Instructions-Cost Vouchers	May 2023		
252.217-7007	Payments.	Dec 1991		
252.217-7008	Bonds.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

2-in-1

(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

(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	N50082
Issue By DoDAAC	N62649

Admin DoDAAC	N62649
Inspect By DoDAAC	N/A
Ship To Code	N62387
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N62387
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC*	HAA120
Other DoDAAC(s)	N/A

*Required for a cost voucher for CLINs 0003 and 0004.

(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.

keiko.dagostino.civ@us.navy.mil

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

(End of clause)

Section H - Special Contract Requirements

H-1.0 RESERVED

H-2.0 EXTENSION OF COMMERCIAL WARRANTY (NOV 1996)

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

H-3.0 Applicable to Contracts Performed in Japan: HISTORIC AND CULTURAL RESOURCES

If ship repair work is being performed in and around potentially significant historic buildings and structures (cultural properties) such as Dry Docks 1 through 6 and Cave 682 in Yokosuka Base, the contractor shall avoid changing the original materials and finishes used in the properties. If work is being performed to repair or change a historical building/structure, the contractor shall submit design drawings, floor plans, and other relevant operational details to the CFAY Cultural Resource Manager through the Contracting Officer for review and approval prior to the commencement of work.

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

The contractor must conduct an archaeological monitoring by a qualified archaeologist for the planned excavations. During the monitoring, use of flat bladed bucket is required for backhoe operations. If any cultural/historical artifacts/assets include brick structures, manufactures plates indicating years before 1945 on the machines and equipment are discovered during work, the contractor shall notify the Public Works Department (PWD) Environmental Cultural Resources Manager Environmental Branch

Cultural Resources Manager (DSN 243-5136/COMM 046-816-5136) through the Contracting Officer, secure the discovery area, and continue to work around the secured area until further direction from the PWD Environmental Cultural Resources Manager Environmental Branch Cultural Resources Manager through the Contracting Officer.

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

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

JAPANESE CONCILIATION PROCEDURES

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

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

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

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

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

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

CONSUMPTION TAX

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

USG Standard Form 1034
USG Standard Form 1113
USG Standard Form 44
Department of Defense Form 1155
Navy Comptroller Form 2277

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

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

CUSTOMS AND TAX EXEMPTION

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

(1) Name of contractor;
(2) Contract number and job order number (if applicable);
(3) Nomenclature of taxable material to be delivered and intended use;
(4) Quantity of taxable material used or to be delivered; and
(5) Period of taxable material use.

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

H-4.0 Applicable to Contracts Performed in Korea: EXEMPTION FROM KOREAN TAXES FOR SPECIAL EXCISE TAXED ITEMS USED ON THIS CONTRACT

This clause is in implementation of Article XVI of the status of Forces agreement between the Republic of Korea and the United States of America granting contractors exemption from Republic of Korea Special Excise Taxes. At the time this contract is awarded the Contractor will indicate to the Contracting Officer, which items he will purchase for the contract are subject to special excise tax. He will indicate the name of the item, the number of Units to be purchased the cost per unit without tax, the percentage of tax, the tax amount per unit, the total tax, and the manufacturer of the item. The Contracting Officer will verify the reasonableness of the quantities claimed. The Contractor will purchase the special excised taxed items from the Item manufacturer tax inclusive. For construction and single delivery type supply and services contracts he will employ the following procedure: At the time he purchases the items he will present the manufacturer with a notification letter requesting refund of the special excise tax. (Copies of this letter can be obtained from the COMFLEACT Chinhae Contracting Officer).

The manufacturer will endorse the letter to the Manufacture's District Tax Office which will make refund to the manufacturer. The manufacturer will make subsequent refund to the Contractor. Request for refund under requirement Type contracts will be submitted monthly and will be accompanied by copies of the USFK delivery orders issued during the monthly period.

EXEMPTION FROM KOREAN TAXES FOR VALUE-ADDED TAXED ITEMS USED ON THIS CONTRACT.

These clauses implement Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States of America, which exempts Contractors from paying the Republic of Korea value-added taxes. When the Contractor submits an offer, he shall certify to the Contracting Officer that all the costs in the offer will be exclusive of any valued-Added Tax and further, that the proposed contract price including no valued-added tax. Contractor shall also indicate the amount and type of value-added taxes excluded from the contract price. If supplies or services, which the Contractor purchases for this contract, include value-added taxes, he can obtain a full refunded for the amount of the value-added Taxes from his ROK District Tax Office. Contractor can receive value[1]added taxes refunds by submitting to ROK District Tax Office, tax invoices, which he receives when he Purchases materials or services for this contract. The contractor must submit a copy of the USFK contract with his first tax invoice submission. Subsequent tax invoice submission must be accompanied by a letter which references the USFK contract submitted with the first tax

invoice submission.

H-5.0 PREVENTION OF THE DISCHARGE OF OIL AND HAZARDOUS SUBSTANCES

(a) Policy. In compliance with Executive Order Number 11752 (38 F.R. 34793), the policy of the Department of the Navy (DON) is to conform to the provisions of the Federal Water Pollution Control Act, as amended (Title 33 U.S.C. 1251 et seq), and the Oil Pollution Act of 1990, as amended (Title 33 U.S.C. 2701 et seq), insofar as these Acts prohibit the discharge of oil, oily mixtures, and hazardous substances, and regardless of whether or not these Acts pertain specifically to the Naval vessel and shore activities. The prescribed clause is intended to implement that policy with respect to the ship(s) being constructed or undergoing repair and overhaul under this contract.

(b) Definitions. For the purpose of this clause, the terms "oil," "oily mixtures," "hazardous substance," and "discharge" shall have the meanings as defined in the Acts referred to in paragraph (a) of this clause and other environmental statutes.

(c) Trials. Prior to commencement of any dock or sea trials hereunder, the contractor shall assure the Administrative Contracting Officer (ACO) by demonstrations, completed test memoranda, or other means reasonably acceptable to the COR that all equipment, the function of which is to prevent the accidental discharge of oil, oily mixtures, or hazardous substances from the ship, that the contractor shall be required by the specifications to install, are fully operable.

(d) Reports. The contractor shall, as soon as it has knowledge of any discharge of oil, oily substance, or hazardous substance from the ship, immediately notify the ACO thereof and shall immediately take all reasonable steps to prevent further discharge. Within 24-hours thereafter, the contractor shall file with the ACO the "Oil or Hazardous Substance Discharge Report."

(e) Liability. The contractor shall not be liable for the costs incurred by the Government for the removal of such oil, oily mixture, or hazardous substance, except that the contractor shall be liable to the Government for all such costs of removal where such discharge was the result of willful negligence or willful misconduct within the privity and knowledge of the contractor.

H-6.0 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the contracting officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies are contravened and no appearance of a conflict of interest will result.

H-7.0 TIME-AND-MATERIALS GROWTH CLIN

(a) This contract will utilize a Time-and-Materials (T&M) Growth CLINs 0003 and 0004 which are funded to accommodate the anticipated growth work that may arise during the performance of the specified Work Items (WIs) under CLIN 0001. The contractor will provide the man-hours and materials at the agreed rates, as listed in CLINs 0003 and 0004, Section B, when authorized by the Contracting Officer in accordance with this clause. The total authorized growth work may not exceed the total NTE dollar value of the T&M 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 CLINs.

(b) Labor hours and material in T&M CLIN are not subject to DFARS 252.217-7003 'Changes' and are within the scope and pricing of this contract. The utilization of T&M CLINs is at the discretion of the Contracting Officer and subject to the schedule phasing identified in Section B, Note B.

(c) The labor hours and material requirements listed in T&M CLINs in Section B and included in Attachment J-3 (Contractor Price Breakdown), are part of this Contract. Prime Contractor efforts shall be deducted from the labor hours allocated. Subcontractor efforts and materials shall be deducted from the materials allocated. The unauthorized balance of labor hours and materials remaining in the T&M CLINs will be recouped via final contract modification at the end of the availability, when it is evident no additional growth work will be directed.

(d) GROWTH WORK - Growth is defined as any additional work that is identified and authorized after contract award and prior to avail completion that is related to a work item included in the original work package 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 WIs shall be considered NEW WORK and will not be covered by this Growth CLINs.

(1) After any inspection reports detailed in any of the Work Items (WIs) are submitted to the MSC Port Engineer, 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 the PPE within twenty-four (24) hours after the conditions have been found and identified. This form (refer to Para. 7.6 WI 0013) shall be submitted electronically and physically for record keeping purposes. No work under this T&M CLINs shall be performed, and no costs shall be incurred, until a formal written authorization is issued by the Contracting Officer (CO) as stated in Section C, paragraph (n).

(2) The MSC PPE shall review the CFR and will determine further action. When determined by the PPE 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. Time-and-Material Authorization will be utilized for each growth work request and approval.

(3) Upon receipt of a growth work requirement, the contractor shall submit a proposal with the estimated total labor hours required and a list of required materials and their estimated costs, supported by vendor quotes or catalog prices, within 3 working days, or as specified by the Contracting Officer. The Contracting Officer and the MSC PPE will review and approve each proposal. Once an agreement has been reached, the ACO will issue an authorization to enable the contractor to commence work. The price negotiated by the parties shall be a Not-to-Exceed (NTE) price for the proposed task (Labor + Materials). If, during execution of the T&M CCO the Contractor exceeds an NTE price without prior authorization from the Contracting Officer, it does so at its own risk and may not be compensated for any overruns.

(4) The ACO will develop a growth work tracking log for the Growth CLINs to identify, record, and reconcile all the approved T&M CCOs. The tracking log shall include but not limited to CCO number, WI, Deficiency Log (DL) number, job description, and approved NTE total price, labor hours, materials/other cost.

(e) 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 none work locations or other time and effort which does not have a specific and direct contribution to the tasks described in this solicitation.

(f) Only actual, authorized direct production labor hours expended shall be deducted for invoicing from the allocated labor hour effort in the T&M CLIN. Per Note A, paragraph 1, all non-production labor shall be included in the Contractor's fully burdened labor rate. Non-production hours shall not be included in pricing submitted in support of growth issued under the T&M CLINs.

(g) Only authorized material dollars shall be deducted from the allocated material reservation set forth in T&M CLINs. This material reservation consists of the total cost of materials and subcontractor efforts proposed. All subcontractor quotes shall be included in the proposal as per Section C, paragraph (k). Material dollars shall be proposed in accordance with Section B, Note A. For instance, material dollars may include freight or duties if specifically itemized on the invoice for the material. However, the Contractor shall not be allowed to add material handling charges, overhead (including G&A), or profit into the settled cost of materials deducted from the material reservation.

(h) If, in the opinion of the Contractor, any effort directed in the T&M CCO calls for effort outside the scope of the contract, the Contractor shall notify the KO in writing within two (2) business days after the receipt of any such direction. In the event of a cost dispute, the KO may unilaterally authorize hours and material against T&M CCO work. The Contractor shall not proceed with the work directed by the T&M CCO unless and until the Contractor is notified by the KO to proceed with the directed work within the scope of the contract. The Contractor is required to proceed with the directed work as directed by the KO. Thereafter, any remaining disagreement shall be addressed in accordance with FAR 52.233-1(Alt. 1) 'Disputes'; however, nothing in this clause shall excuse the Contractor from proceeding with the subject growth work as directed by the Contracting Officer.

(i) Reporting and Invoicing:

(1) For each authorized growth work task, the Contractor shall provide a monthly status report to the PPE detailing: Work accomplished during the period. Labor hours expended by labor category. Materials purchased and costs incurred. Percentage of work completed. Total costs incurred to date against the task-specific NTE.

(2) Invoices for T&M work must be submitted separately from FFP invoices and must include all supporting documentation (signed time sheets, material receipts) for the costs being claimed in accordance with the payment clause at 52.232-7 "Payments under Time and Materials and Labor-Hour Contracts."

Section I - Contract Clauses

52.216-7 Allowable Cost and Payment
Applies solely to CLIN 0003 and CLIN 0004 (T&M)

52.232-7 Payments Under Time and Materials Labor Hour Contracts
Applies solely to CLIN 0003 and CLIN 0004 (T&M)

252.217-7007 Payments
Applies solely to CLIN 0001 and CLIN 0002

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)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation)	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)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	Feb 2026		
52.210-1	Market Research. (Deviation)	Feb 2026		
52.215-2	Audit and Records-Negotiation. (Deviation)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation)	Feb 2026		
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011		
52.215-12	Subcontractor Certified Cost or Pricing Data. (Deviation)	Feb 2026		
52.215-14	Integrity of Unit Prices.	Nov 2021		
52.215-15	Pension Adjustments and Asset Reversions. (Deviation)	Feb 2026		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (Deviation)	Feb 2026		
52.215-19	Notification of Ownership Changes. (Deviation)	Feb 2026		
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Deviation)	Feb 2026		
52.215-23	Limitations on Pass-Through Charges. (Deviation)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation)	Feb 2026		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	Mar 2025	Deviation 2025-O0004	Mar 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-6	Taxes-Foreign Fixed-Price Contracts.	Feb 2013		
52.230-3	Disclosure and Consistency of Cost Accounting Practices. (Deviation)	Feb 2026		
52.230-4	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns. (Deviation)	Feb 2026		
52.230-6	Administration of Cost Accounting Standards. (Deviation)	Feb 2026		
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		
52.232-25	Prompt Payment. (Alternate I)	Jan 2017	Alternate I	Feb 2002
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)	Feb 2026		
52.233-1	Disputes. (Deviation) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-3	Protest after Award. (Deviation)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	Feb 2026		
52.242-13	Bankruptcy.	Jul 1995		
52.244-5	Competition in Subcontracting.	Aug 2024		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	Feb 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.246-26	Reporting Nonconforming Items.	Aug 2024		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		

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		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.204-7023	Reporting Requirements for Contracted Services.	Jul 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		
252.211-7008	Use of Government-Assigned Serial Numbers.	Sep 2010		
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		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission after Award.	Jul 2024		
252.225-7005	Identification of Expenditures in the United States .	Jun 2005		
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.	Dec 2018		
252.225-7008	Restriction on Acquisition of Specialty Metals.	Mar 2013		
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain.	May 2024		
252.225-7021	Trade Agreements.	Feb 2024		
252.225-7025	Restriction on Acquisition of Forgings.	Dec 2009		
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		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		

252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.227-7037	Validation of Asserted Restrictions on Technical Data.	Jan 2025		
252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7996	Technical Data--Withholding of Payment. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.229-7014	Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements.	Oct 2022		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.242-7005	Contractor Business Systems.	Jan 2025		
252.242-7006	Accounting System Administration.	Jan 2025		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.246-7003	Notification of Potential Safety Issues.	Jan 2023		
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010		
252.246-7006	Warranty Tracking of Serialized Items.	Mar 2016		
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

52.216-7 Allowable Cost and Payment. (Deviation) (Feb 2026)

Allowable Cost and Payment (Feb 2026) (Deviation)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns*. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates*. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures*. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit*. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) months.

(End of clause)

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

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

(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)

52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. (Nov 2021)

Payments under Time-and-Materials and Labor-Hour Contracts (Nov 2021)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) *Hourly rate*.

(1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials.*

(1) For the purposes of this clause-

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Materials* means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial product or commercial service in Federal Acquisition Regulation (FAR) 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with FAR subpart 31.2 in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) *Audit*. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) *Assignment and Release of Claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) *Interim payments on contracts for services*. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of clause)

52.243-7 Notification of Changes. (Deviation) (Feb 2026)

Notification of Changes (Feb 2026) (Deviation)

(a) *Definitions.*

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has designated by written notice (a copy shall be provided to the Contractor) that shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within three (3) (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described in paragraph (b)

of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within three (3) (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) of paragraph (d) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments*.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(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):

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

DFARS Clauses: https://www.acquisition.gov/dfars

(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 (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.209-7010 Critical Safety Items. (Aug 2011)

CRITICAL SAFETY ITEMS (AUG 2011)

(a) *Definitions*.

"Aviation critical safety item" means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause-

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

(iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity" means-

(i) With respect to an aviation critical safety item, the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

"Ship critical safety item" means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause-

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) *Identification of critical safety items*. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

1. TAO205-CCSI-DECKHOUSE_PRESERVATION_(10_YR) (1)
2. TAO205-CCSI-WATERTIGHT CLOSURE INSPECTION (5 YR)
3. TAO205-CCSI-TOPSIDE PRESERVATION (20 PCT)(1 YR)
4. TAO205-CSI-HIGH PROFILE NON-SKID WEATHERDECK PRESERVATION (20 PCT) (1 YR)
5. TAO205-CCSI-SEWAGE_TANK_PRESERVATION_(10_YR)
6. TAO205-CCSI-CARGO PETROLEUM TANK PRESERVATION (10 YR)(5-25-0)
7. TAO205-CCSI-CARGO PETROLEUM TANK PRESERVATION (10 YR)(3-113-2)
8. TAO205-CSI-MAIN ENGINE OVERHAUL (12K HRS) (SCSI)
9. TAO205-CSI-ABS AUTOMATION SURVEY (1 YR) (SCSI)
10. TAO205-CSI-UPS SERVICE (1 YR)
11. TAO205-CSI-PTOPTI SERVICE (1 YR) (SCSI)
12. TAO205-CSI-HIGH VOLTAGE, SHIPS SERVICE, AND EMERGENCY SWITCHBOARD INSPECTION AND CLEANING (2.5 YR)
13. TAO205-CCSI-THERMOGRAPHIC SURVEY (1 YR)
14. TAO205-CSI-DOPPLER SPEED LOG MAINTENANCE (2.5 YR
15. TAO205-CSI-TV DTS SERVICE (1 YR)
16. TAO205-CSI-ANNUAL INTEGRATED BRIDGE EQUIPMENT SERVICE AND CERTIFICATION (SCSI)
17. TAO205-CSI-ANNUAL GYRO SYSTEM PM
18. TAO205-CCSI-ANNUAL VDR RECERTIFICATION
19. TAO205-CCSI-ANNUAL RADIO COMMUNICATION EQUIPMENT RECERTIFICATION
20. TAO205-CCSI-MAGNETIC COMPASS SERVICE (2 YR)
21. TAO205-CCSI-ECHO SOUNDER SERVICE (2.5 YR)
22. TAO205-CCSI-ANNUAL INSPECTION OF MANUALLY OPERATED ALARMS
23. TAO205-CSI-SSDG ENGINE AIR CHARGE COOLER SERVICE (8K HRS) (SCSI)
24. TAO205-CSI-PUMP OVERHAUL
25. ENTHALYPY WHEEL REPLACEMENT
26. PORT ANCHOR WINDLASS W2 WINCH EVALUATION AND REPAIR
27. TAO205-CSI-REFRIGERATION AND AC SYSTEM SERVICE
28. TAO205-CSI-SCBA CASCADE CYLINDER INSPECTION (1 YR)
29. TAO205-CSI-CARGO CRANE INSPECTION (1 YR) (SCSI)
30. TAO205-CSI-SSDG OIL MIST DETECTOR SERVICE (4 YRS)
31. TAO205-CSI-OILY WATER SEPARATOR SERVICE (1 YR) (SCSI)
32. TAO205-CSI-CPP HYDRAULIC POWER PACK INSPECTION (1 YR) (SCSI)
33. TAO205-CCSI-OVERHAUL PLATE COOLERS (3 YR)
34. TAO205-CCSI-INSPECT TEST AND CERTIFY MACHINERY SPACE CRANES AND HOISTS (1 YR)
35. TAO205-CCSI-PERSONNEL ELEVATOR ANNUAL INSPECTION
36. TAO205-CCSI-GAUGE CALIBRATION (2.5 YR)

37. TAO205-CCSI-SCBA ANNUAL INSPECTION
38. TAO205-CCSI-SCBA COMPRESSOR AND FILLING STATION INSPECTION AND MAINTENANCE (1 YR)
39. TAO205-CCSI-FIXED GAS FIREFIGHTING SYSTEM INSPECTION AND TEST (1 YR) (SCSI)
40. TAO205-CCSI-FIXED FOAM FIREFIGHTING SYSTEM INSPECTION AND TEST (1 YR) (SCSI)
41. TAO205-CCSI-WATER MIST-SPRAY-SPRINKLER INSPECTION AND TEST (1 YR) (SCSI)
42. TAO205-CCSI-FIRE AND SMOKE DETECTION AND ALARM SYSTEM (1 YR) (SCSI)
43. TAO205-CCSI-PORTABLE FIRE EXTINGUISHER SERVICE (1 YR)
44. TAO205-CCSI-FIRE AND SMOKE DAMPER SERVICE (1 YR)
45. TAO205-CCSI-DEEP FAT FRYER AND RANGE HOOD FIRE EXTINGUISHING SYSTEM (1 YR) (SCSI)
46. TAO205-CCSI-FIRE STATIONS AND HOSES (1 YR)
47. TAO205-CCSI-FIRE DOORS AND SHUTTERS (1 YR)
48. TAO205-CSI-SALT WATER SPRINKLING SYSTEM (1 YR) (SCSI)
49. TAO205-CCSI-BOLL AND KIRCH AUTO FLUSH LO FILTER SERVICE (2 YR)
50. AFFF Fire Extinguisher Swap-Out
51. TAO205-CSI-SPIDER MAN BASKETS OVERHAUL (1 YR)
52. TAO205-CSI-LIFEBOAT DIESEL ENGINE MAINTENANCE (1 YR)
53. TAO205-CCSI-ANNUAL LIFEBOAT INSPECTION
54. TAO205-CCSI-ANNUAL LIFEBOAT DAVIT INSPECTION
55. TAO205-CCSI-ANNUAL RESCUE BOAT AND DAVIT INSPECTION
56. TAO205-CCSI-ANNUAL LIFE RAFT CERTIFICATION
57. TAO205-CCSI-ACCOMMODATION LADDER INSPECTION (1 YR)
58. TAO205-CCSI-DEEP FAT FRYER INSPECTION (1 YR)
59. TAO205-CSI-INSPECT, TEST AND CERTIFY MATERIAL HANDLING EQUIPMENT - FORKLIFTS (2YR)
60. TAO205-CCSI-GALLEY VENTILATION SYSTEM AND GAYLORD HOOD CLEANING (2.5 YR)
61. TAO205-CCSI-UNDERWATER INSPECTION IN LIEU OF DRYDOCKING (UWILD) (5 YR)
62. TAO205-CCSI-PROPELLER_CLEAN_AND_POLISH_AND_HULL_INSPECTION_-_IN_WATER_(0.5_YR)
63. EXHAUST STACK PRESERVATION
64. T-AO 205 CLASS FLEET WIDE MCODE FOR ACCOMPLISHMENT ON ANNUAL PEVI

(c) *Heightened quality assurance surveillance*. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

252.211-7003 Item Unique Identification and Valuation. (Jan 2023)

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at *https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html*.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at *https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html*.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

___ ___

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
___	___
___	___
___	___

(If items are identified in the Schedule, insert "See Schedule in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier*.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site /uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States. (Jun 2015)

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

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

(End of clause)

252.227-7989 Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036) (Feb 2026) Deviation 2026-O0036 (Feb 2026)

RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, ANDCOMPUTER SOFTWARE DOCUMENTATION--OTHER THAN COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES(DEVIATION 2026-O0036) (FEB 2026)

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

"Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(1) Has been sold, leased, or licensed to the public;

(2) Has been offered for sale, lease, or license to the public;

(3) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(4) Satisfies a criterion expressed in paragraph (1), (2), or (3) of this definition and would require only minor modification to meet the requirements of this contract.

"Computer database" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

"Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort, rather than to directly furnish an end item or service to accomplish a program or effort, provided that the contractor--

(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(2) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

"Developed" means--

(1) (Applicable to technical data other than computer software documentation.) An item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(2) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(3) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(4) Computer software documentation the contractor must deliver under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

"Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a Government contract, or any combination thereof.

(1) Private expense determinations should be made at the lowest practicable level.

(2) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at Government, private, or mixed expense.

"Developed exclusively with Government funds" means development was not accomplished exclusively or partially at private expense.

"Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Generated" means, with regard to technical data or computer software, first created in the performance of this contract.

"Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation for commercial purposes or authorize others to do so.

"Government purpose rights" means the rights to--

(1) Use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation within the Government without restriction; and

(2) Release or disclose technical data, computer software, or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data or software for United States Government purposes.

"Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(1) The reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

(A) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(B) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(2) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(3) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

"Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

"Other than commercial computer software" means software that does not qualify as commercial computer software under the definition of "commercial computer software" of this clause.

"Restricted rights" apply only to other than commercial computer software and mean the Government's rights to--

(1) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(2) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(3) Make a reasonable number of copies of the computer software required for the purposes of safekeeping (archive), backup, modification, or other activities authorized in paragraphs (1), (2), (4) and (5) of this definition;

(4) Modify computer software provided that the Government may--

(i) Use the modified software only as provided in paragraphs (1) and (3) of this definition; and

(ii) Not release or disclose the modified software except as provided in paragraphs (2) and (5) of this clause;

(5) Use, modify, reproduce, perform, display, or release or disclose the computer software, and permit contractors, subcontractors, or covered Government support contractors to do so, for purposes set forth in subparagraph (i) of this paragraph, subject to the conditions set forth in subparagraphs (ii) of this paragraph:

(i)(A) In performance of service contracts (see FAR 37.101), to diagnose and correct deficiencies, to modify the software to enable a computer program to be combined with, adapted to, or merged with other computer programs, or when necessary to respond to urgent tactical situations, provided that the Government notifies the party which has granted restricted rights that any such release or disclosure to particular contractors or subcontractors was made;

(B) To perform emergency repairs or overhaul of items or components procured under this or a related contract, when necessary to perform such repairs or overhaul; or

(C) For the management and oversight of a program or effort by a person authorized to receive restricted rights computer software, including in the performance of covered Government support contracts.

(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(C) Any use, modification, reproduction, performance, display, release, or disclosure of the computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.

"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.

"Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data, computer software, or computer software documentation in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Applicability*. (1) Except as provided in paragraph (b)(2) of this clause--

(i) This clause governs all technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense;

(ii) This clause governs all other than commercial computer software or other than commercial computer software documentation; and

(iii) The clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense.

(2) The clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are SBIR/STTR data.

(c) *Rights in technical data and computer software*. The Contractor grants or shall obtain for the Government the following royalty free, worldwide, nonexclusive, irrevocable license rights:

(1) *Unlimited rights*. The Government shall have unlimited rights in technical data, computer software, or computer software documentation that are--

(i) Data related to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Technical data created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Technical data necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Government-furnished corrections or changes to--

(A) Technical data furnished to the Contractor by the Government; or

(B) Computer software or computer software documentation;

(vii) Data, computer software, or computer software documentation that is publicly available or previously released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data, computer software, or computer software documentation in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations;

(ix) Data furnished to the Government, under this or any other Government contract or subcontract, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired; or

(x) Computer software developed exclusively with Government funds;

(xi) Computer software documentation the contractor must deliver under this contract; or

(xvii) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights*. (i) The Government shall have government purpose rights for a 5-year period, or such other period as may be negotiated, in technical data or computer software--

(A) Related to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data or software as provided in paragraphs (c)(1)(ii), (c)(1)(iv) through (c)(1)(ix), and (c)(1)(xii) through (c)(1)(x)(v)(i) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The 5-year period, or such other period as may have been negotiated, shall begin upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes, development of the computer software, or creation of the data described in paragraph (c)(2)(i)(B) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the technical data or computer software.

(iii) The Government will not release or disclose technical data or computer software in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient completes the nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the data or software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data or computer software in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (g)(3) of this clause.

(3) *Limited rights*. (i) Except as provided in paragraphs (c)(1)(ii) and (c)(1)(iv) through (c)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Related to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (g) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government will require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all technical data for which the Government has been granted additional rights and specifies those additional rights.

(iv) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose limited rights data to covered Government support contractors;

(B) The Government will notify the contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the limited rights legend may--

(1) Require each covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding use of the data; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(4) *Restricted rights*. (i) The Government shall have restricted rights in other than commercial computer software the contractor must deliver, or that is otherwise provided, to the Government under this contract that was developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in other than commercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all other than commercial computer software for which the Government has been granted additional rights and specifies those additional rights.

(iii) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose restricted rights computer software to covered Government support contractors;

(B) The Government will notify the Contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the restricted rights legend may--

(1) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the software; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(5) *Specifically negotiated license rights*. The standard license rights granted to the Government under paragraphs (c)(1) through (c)(4) of this clause, including the period during which the Government shall have government purpose rights in technical data or computer software, may be modified by mutual agreement but shall not provide the Government lesser rights than provided in the definition of "limited rights" or restricted rights" of this clause. Any negotiated rights shall be identified in a license agreement made part of this contract.

(6) *Prior government rights*. Technical data or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless--

(i) The parties have agreed otherwise; or

(ii) The restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data or software have expired or no longer apply.

(7) *Release from liability*. The Contractor agrees to release the Government from liability for any authorized release or disclosure of technical data or computer software made in accordance with this clause or any negotiated license agreement. This release from liability for the Government also applies to releases or disclosures made by a third party who received the data or software from an authorized recipient. For any unauthorized use or disclosure by such third parties of technical data or computer software marked with restrictive legends, the Contractor agrees to seek relief solely from that party.

(d) *Contractor rights in technical data and computer software*. The Contractor retains all rights not granted to the Government.

(e) *Third party copyrighted data and software*. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data or software in the technical data or computer software the contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the appropriate scope set forth in paragraph (c) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(f) *Identification and delivery of data to be delivered with restrictions on use, release, or disclosure*. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (f)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data or software with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, the Contractor may identify other assertions after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. The Contractor shall submit such identification and assertions to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data or software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted--

Technical Data or Computer Software to be Furnished With Restrictions[1]	Basis for Assertion[2]	Asserted Rights Category[3]	Name of Person Asserting Restrictions[4]
(LIST)	(LIST)	(LIST)	(LIST)
___	___	___	___

[1] If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

[2] Generally, the development of an item, component, process, or computer software at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software or technical data related to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

[3] Enter asserted rights category (e.g., rights in SBIR/STTR data generated under another contract, limited rights, restricted rights, or government purpose rights under this or a prior contract, or specifically negotiated licenses).

[4] Corporation, individual, or other person, as appropriate.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.

(g) *Marking requirements*. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software the Contractor must deliver under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (g)(7) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (g)(3) of this clause; the limited rights legend at paragraph (g)(4) of this clause; the restricted rights legend at paragraph (g)(5) of this clause; the special license rights legend at paragraph (g)(6) of this clause; and a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions*. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data or computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. For software that will or might be used in combat or situations that simulate combat conditions, the contractor shall not insert instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data or computer software or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Omitted markings*. (i) Technical data or computer software delivered or otherwise provided under this contract without restrictive markings will be presumed to have been delivered with unlimited rights. To the extent practicable, if the Contractor has requested permission (see paragraph (g)(2)(ii) of this clause) to correct an inadvertent omission of markings, the Contracting Officer will not release or disclose the technical data or computer software pending evaluation of the request.

(ii) The Contractor may request permission to have conforming and justified restrictive markings placed on unmarked technical data or computer software at its expense. The request must be received by the Contracting Officer within 6 months following the furnishing or delivery of such technical data or computer software, or any extension of that time approved by the Contracting Officer. The Contractor shall--

(A) Identify the technical data or computer software that should have been marked;

(B) Demonstrate that the omission of the marking was inadvertent, the proposed marking is justified and conforms with the requirements for the marking of technical data or computer software contained in this clause; and

(C) Acknowledge, in writing, that the Government has no liability with respect to any disclosure, reproduction, or use of the technical data or computer software made prior to the addition of the marking or resulting from the omission of the marking.

(3) *Government purpose rights markings*. Technical data or computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract Number ____

Contractor Name ____

Contractor Address ____

Expiration Date ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data or computer software are restricted by the government purpose rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(4) *Limited rights markings*. Data delivered or otherwise furnished to the Government with limited rights shall be marked as follows:

LIMITED RIGHTS

Contract Number ____

Contractor Name ____

Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by the limited rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(5) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked as follows:

RESTRICTED RIGHTS

Contract Number ____

Contractor Name ____

Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by the restricted rights license in the DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(6) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data or software are restricted by Contract Number *[Insert contract number]* ____, *License Number [Insert license identifier]* ____. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(5) of this clause).

(7) *Preexisting data or software markings*. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.

(h) *Contractor procedures and records*. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(i) *Removal of unjustified and nonconforming markings*--(1) *Unjustified technical data markings*. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Asserted Restrictions clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data or computer software markings*. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within 60 days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(j) *Relation to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(k) *Limitation on charges for rights in technical data, computer software, or computer software documentation*. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data, computer software, or computer software documentation the Contractor must deliver under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data or software are available to the public without restrictions.

(2) The limitation in paragraph (k)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, computer software, or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data, computer software, or computer software documentation will be delivered.

(l) *Applicability to subcontractors or suppliers*. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, and the identification, assertion, and delivery processes of paragraph (f) of this clause are recognized and protected.

(2)(i) Except as provided in paragraph (l)(2)(ii) of this clause, the Contractor shall include this clause in any subcontract or contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This requirement applies to technical data or software related to other than commercial products or commercial services, or related to commercial products or commercial services developed in any part with Government funds. The Contractor shall also require its subcontractors and suppliers to include this clause, without alteration except to identify the parties, in any contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This clause will govern the technical data related to an other than commercial product or service or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and the clause at 252.227-7990 will govern the technical data related to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to expand or reduce the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data, computer software, or computer software documentation.

(ii) The Contractor shall use the clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, to govern technical data, computer software, or computer software documentation that is SBIR/STTR data.

(3) Technical data, computer software, or computer software documentation a subcontractor or supplier must deliver shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data or software directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use the award of a contract as economic leverage to obtain rights in technical data, computer software, or computer software documentation from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data, computer software, or computer software documentation as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.229-7001 Tax Relief. (Apr 2020)

TAX RELIEF-BASIC (APR 2020)

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

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

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

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

(End of clause)

252.229-7001 Tax Relief. (Alternate I) (Apr 2020) Alternate I (Apr 2020)

Alternate I. As prescribed in 229.402-70(a) and (a)(2), use the following clause, which adds a paragraph (d) not included in the basic clause:

TAX RELIEF-ALTERNATE I (APR 2020)

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

NAME OF TAX: ____*[Offeror insert]*	RATE (PERCENTAGE): ____*[Offeror insert]*

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

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

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

Section J - List of Attachments

J-1 - Work Item Specification Package SSU 27-003
J-1A - List of Work Items with Original Equipment Manufacturer (OEM)
J-2 - List of Government-Furnished Property (GFP) and Estimated Value of GFP
J-3 - Contractor Price Breakdown REV 2
J-4 - Contractor Past Performance Data Sheet
J-5 - Request for Clarification or Deviation
J-6 - FAR 52.229-11 Tax on Certain Foreign Procurements Form W-14 & Instructions
J-7 - MSC Ship Repair Facility Survey Form (MSC Form 4330/26)
J-8 - Contract Administration Plan (CAP)
J-9 - Quality Assurance Surveillance Plan (QASP)
J-10 - Q&A Matrix 8JUN2026

AMENDMENT 0001 - Exhibit I (Questions and Answers)

Replaced with J-10 Q&M Matrix.

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)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 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)

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

Annual Representations and Certifications (MAR 2025)(DEVIATION 2025-O0003 and 2025-O0004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 336611.

(2) The small business size standard is 1,300 employees.

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

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

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

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

(b)

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

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

(i) [ ] Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) [Reserved]

(xv) [Reserved]

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

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

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

(xix) [Reserved]

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

[ ] (ii) 52.204-20, Predecessor of Offeror.

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

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

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

[ ] (vi) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

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

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

FAR Clause # Title Date Change
_____

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

(End of provision)

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

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION)

(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) (Feb 2026)

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

(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) (Feb 2026)

PLACE OF PERFORMANCE (FEB 2026) (DEVIATION)

(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 Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
___	___
___	___

(End of provision)

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)

TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.230-1 Cost Accounting Standards Notices and Certification. (Deviation) (Feb 2026)

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FEB 2026) (DEVIATION)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) ☐ *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) ☐ *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) ☐ *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) ☐ *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes	☐ No

(End of provision)

52.230-7 Proposal Disclosure-Cost Accounting Practice Changes. (Apr 2005)

PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7007 Alternate A, Annual Representations and Certifications. (Oct 2025) Alternate A (Oct 2025)

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) 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 (e) applies.

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

(d)(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 $200,000 or more.

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

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts 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.

(e) 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 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[Offeror to insert changes, identifying change by 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 #	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)

252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) *Representation*. The Offeror represents that it ☐ does, ☐ 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.

(End of provision)

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)

252.225-7020 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)

252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate. (Feb 2024)

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(a) *Definitions.* "Bahraini end product," "commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7036, Buy American-Free Trade Agreements-Balance of Payments Program-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) For line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

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

(1) For all line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;

(ii) Each domestic end product listed in paragraph (c)(3) of this provision contains a critical component or a critical item; and

(iii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror shall identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Australian) end products:

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

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products:

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

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
____	____	____
____	____	____
____	____	____

(3) The Offeror shall list the line item numbers of domestic end products that contain a critical component or a critical item (see section 25.105 of the Federal Acquisition Regulation).

Line Item Number: ____*[List as necessary]*____

(End of provision)

252.227-7992 Identification and Assertion of Use, Release, or Disclosure Restrictions. (DEVIATION 2026-O0036) (Feb 2026) Deviation 2026-O0036 (Feb 2026)

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)

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

"Computer software" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"SBIR/STTR data" is defined in the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software the Contractor must deliver with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer Program (STTR) Program, these requirements apply to SBIR/STTR data that will be generated under the resulting contract and will be delivered with SBIR/STTR data rights and to any other data that will be delivered with other than unlimited rights. Notification and identification are not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or computer software to be delivered with restrictions[1]	Basis for assertion[2]	Asserted rights category[3]	Name of person asserting restrictions[4]
(LIST)[5]	(LIST)	(LIST)	(LIST)
___	___	___	___

[1] For technical data (other than computer software documentation) related to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

[2] Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data relate. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

[3] Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR/STTR data generated under a contract resulting from this solicitation or under another contract, limited, restricted, or government purpose rights under a contract resulting from this solicitation or under a prior contract, or specially negotiated licenses).

[4] Corporation, individual, or other person, as appropriate.

[5] Enter "none" when all data or software will be submitted without restrictions.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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

L-1.0 GENERAL INSTRUCTIONS

The following instructions are to ensure the offerors submit information necessary for the Government to fully understand and evaluate proposals. Offerors shall follow the detailed instructions carefully and provide technical information that clearly shows the offeror's ability to meet the requirements listed in this solicitation. The Government may reject any or all offers if such action is in the public interest and may waive informalities and minor irregularities in offers received. To aid in the evaluation process, proposals shall be complete, comprehensive, and clearly presented. To be eligible for award, the offeror's proposal must meet all technical requirements and conform to all required terms and conditions of this solicitation. Failure to comply with the terms and conditions of this solicitation as follows may result in the offeror being ineligible for award.

The date and closing time for receipt of offers for this solicitation is provided in block 9 on the SF 33. Offers shall be submitted electronically to the Point of Contact listed below. Electronic files shall not be larger than 7MB per email. If they are larger than 7MB, offeror may request to transmit via DoD SAFE. Do not send zip files via email. The Government shall not be responsible for any technical difficulties during the electronic transmission of proposals. Offerors are encouraged to confirm the receipt of their electronic proposals via telephone or separate email.

POINT OF CONTACT (POC)

Primary POC: Keiko D'Agostino

Email/Phone: keiko.dagostino.civ@us.navy.mil / +65 6750 2839

Secondary POC: Doris Bay

Email/Phone: siewkimdoris.bay.ln@us.navy.mil / +65 6750 2838

1. GENERAL INFORMATION

A. *Clarification and Deviation*: Offerors may use the Request for Specification Clarification, Attachment J-5 to request clarification of any work item specification or contract term. Offerors may also use the request form to seek deviations from the specification. Approval is at the discretion of the Contracting Officer. See below for instructions.

All requests for specification clarification including deviation/exception requests must be submitted not later than the close of fifteen (15) calendar days before the time and date for receipt of offers. Requests must be sent by email to the listed POC in Section L-1.0. No verbal requests for information will be accepted by the Agency.

When using the request form for a deviation(s), offerors must explain in detail its proposed deviation to the specifications and/or solicitation terms and conditions. State precisely how the proposed deviation(s) differ from the applicable specification paragraph (s) and/or solicitation terms and conditions, and how the proposed deviation(s)\ will meet the overall requirements in the specification, and the solicitation terms and conditions.

All Requests for Specification Clarification other than a proposed deviation will be shared with all other offerors. A proposed deviation approved for one offeror may be approved for all other offerors in order to maintain a consistent specification for all offerors. Approval of a deviation may be withdrawn at any time prior to award. Offerors will be allowed an opportunity to adjust their offers to account for the withdrawn approval.

B. *Amendments*: The Government may revise the solicitation at any time by means of an Amendment. It is an Offeror's responsibility to communicate with the Contracting Officer and verify the Contracting Officer received any potential amendments and procurement notifications for this solicitation.

C. *Inspection of Site*: The Government will attempt to accommodate the ship check request based on the availability of the ship's schedule. For any ship check questions, please use the Request for Specification Clarification, Attachment J-5 for the request.

D. *One-bid Situation*: If the Government receives only one proposal for solicitation the Government reserves the right to require Certified Cost and Pricing Data in accordance with DFARS 252.215-7992. As identified by the Contracting Officer, additional cost or pricing data will be required in order to determine whether proposed pricing is fair and reasonable or to comply with the statutory requirements of in accordance with 10 U.S.C. Chapter 271 and Other Than Certified Cost and Pricing Data in accordance with FAR 15.403-3. The Offeror agrees to provide the proposal adequacy checklist in accordance with DFARS Clause 252.215-7993 and any additional data requested within 30 days of notification.

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 Block 9 (Front Page) of the RFP. Late proposals WILL NOT be considered. Partial proposals or attachments submitted late WILL NOT be considered. Offerors are advised to consult Revolutionary FAR Overhaul (RFO) 15.107 related to timely receipt of proposal. Offeror must provide a proposal valid for at least 180 calendar days from the proposal due date.

B. *Electronic Copy Submission:* Proposals shall be submitted electronically via email to the POC listed in Section L-1.0. Offeror may request to transmit large file via DoD SAFE via the POC listed in Section L. DoD SAFE is a secure Government repository which enables the sharing of large files and requires outside users to receive a drop-off request from an internal (U.S. Government) user. Therefore, any offeror intending to transmit large files to this solicitation shall request access by sending an email to the above personnel serving as POC listed above, no later than three (3) business days prior to proposal due date. Once the drop-off request is granted, the offeror will receive an e-mail with a link to submit the drop-off. Offeror's shall note that drop-off request is valid for 14 days only. The offeror shall then submit their proposal by the proposal due date specified in Block 9 of the solicitation.

Offerors shall click the "*Confirm Delivery*" button within the DoD SAFE app in order to receive a confirmation of pick up by the Government. The DoD SAFE system records the time of files transmission. Offerors are responsible for ensuring that they drop-off their proposal and generate a drop-off time prior to the proposal submission date and time. In the event of a dispute of proposal time submission, the pick-up e-mail with the system generated drop off time within the body of the e-mail shall serve as the official time that the proposal was submitted to the Government. Late proposal submissions will be handled in accordance with FAR 52.215-1.

C. *Notification of Electronic Submission*: Offerors who submitted a proposal in response to this solicitation shall notify the POC of this solicitation via email, prior to proposal due date.

D. *Proposal Format*: The entire content of the proposal shall be in English. For electronic submission, folders and files shall be appropriately labeled for easy identification. 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 2020. All files uploaded must be scanned to ensure that there

are no computer viruses within the file. The proposal shall have separate files. All spreadsheets shall be in Microsoft Excel form at such that each mathematical equation is obvious and traceable. No fields or documents shall be password protected. If files are compressed, the necessary decompression program must be included.

Offerors shall submit their proposal in accordance with the following format requirements:

a. A4 or 8.5x11-inch size paper

b. Font must be Times New Roman, with font size of 12 points

c. Margins shall be at least one inch, on all sides

d. Photographs, pictures, diagrams, charts and tables are permitted

E. *Alteration or Non-Compliance with Solicitation Requirements*: Offerors shall respond to the solicitation as posted. Offerors who alter the solicitation (except for completing appropriate "fill-in" blocks and certifications) or fail to comply with all aspects of the solicitation, may be considered non-responsive and thus ineligible for award. ***The offeror shall not propose any deviation(s) that are not approved by the Contracting Officer in any part of the proposal package.***

F. *Solicitation Responsiveness*: Offerors shall not presume the Government has knowledge of outside information not provided in the proposal. Additionally, Offerors are advised that statements such as: "the offeror understands," "the offeror has a long history of outstanding support," "standard procedures shall be used," "well known techniques shall be employed," or any paraphrasing of the solicitation, shall be considered inadequate to demonstrate experience, knowledge of, or compliance with solicitation requirements. Offerors are encouraged to provide specific and concise information to validate all assertions. Offerors are advised to submit proposals that are complete, clear, and consistent in all aspects without the need for additional explanation or information. Offerors are cautioned against the use of general, vague, or unsubstantiated statements, which prevent concise proposal evaluations. Each factor will be evaluated on how well the response meets the requirements of the solicitation.

L-3.0 PROPOSAL CONTENT AND VOLUMES

Each volume of the proposal shall correspond with the requirements specified in the table below. Digital copy of the proposal shall be submitted as one (Zip) file with folders broken down by volume (e.g. VOLUME 1 & VOLUME 2).

Volume Number	Volume Title
1	**PRICE**
2	**TECHNICAL**
	Technical Factor 1 - Understanding the Work Item (WI) Package
	Subfactor 1.1 Time Phased Sequencing Network (TPSN)
	Subfactor 1.2 Problem Areas

	Subfactor 1.3 Engineering
	Subfactor 1.4 Material Availability
	Subfactor 1.5 Material Control and Storage
	Subfactor 1.6 Heavy Weather Plans
	Subfactor 1.7 Fire and Flooding Protection Plans
	Technical Factor 2 - Ability to Perform the WI Package
	Subfactor 2.1 Man-hour Chart
	Subfactor 2.2 Growth Absorption
	Subfactor 2.3 Facilities
	Subfactor 2.4 Berth, Approach, and Mooring
	Subfactor 2.5 Certifications
	Technical Factor 3 - Management Control and Quality Assurance
	Subfactor 3.1 Organization and Key Personnel
	Subfactor 3.2 Subcontractor Participation
	Subfactor 3.3 Quality Control Plan
	Subfactor 3.4 Hazardous Waste Management Plan
3	**PAST PERFORMANCE**
4	**COVER PAGE AND OTHER SUBMITTAL REQUIREMENTS**

Offerors shall provide information by addressing each Factor/Subfactor in the format and sequence identified in the solicitation. Cost or pricing information shall only appear in the Price volume. Each volume shall be submitted in its own individual file. The technical volume shall not contain any identifying markings or information within or on any of the pages.

Each volume shall contain the following information:

- Title Page to include the following information:
- Offeror's Name
- Address
- Point of Contact (POC) Name
- E-mail address
- RFP Number
- Table of Content (Must provide sufficient detail to enable easy identification of important elements)

The following is a list of Section J attachments that the Offeror shall utilize to provide the required information:

- Attachment J-1 - Work Item Specification Package SSU 27-003
- Attachment J-1A - List of Work Items with Original Equipment Manufacturer (OEM)
- Attachment J-2 - List of Government-Furnished Property (GFP) and Estimated Value of GFP
- Attachment J-3 - Contractor Price Breakdown
- Attachment J-4 - Contractor Past Performance Data Sheet
- Attachment J-5 - Request for Clarification or Deviation
- Attachment J-6 - FAR 52.229-11 Tax on Certain Foreign Procurements Form W-14 & Instructions
- Attachment J-7 - MSC Ship Repair Facility Survey Form (MSC Form 4330/26)
- Attachment J-8 - Contract Administration Plan (CAP)
- Attachment J-9 - Quality Assurance Surveillance Plan (QASP)

NOTE: Pricing Information shall not appear anywhere in the proposal other than Volume 1.

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY PROPOSAL THAT DOES NOT COMPLY WITH PROPOSAL PREPARATION/SUBMISSION INSTRUCTIONS CONTAINED IN SECTION L.

L-3.1 EVALUATION FACTOR PRICE (VOLUME 1)

a. Proposed price for each Contract Line Item Number (CLIN) in Section B, Schedule of Supplies or Services, of the Standard Form 33 Solicitation document. The offeror shall insert the unit prices and total amount in Section B for the definite item (CLIN 0001) and option item (CLIN 0002). All prices stated shall be in NET US Dollars inclusive of all applicable charges.

b. Proposed prices for each Work Item Number. The offeror shall submit proposed prices using Solicitation Attachment J-3, Contractor Price Breakdown, in MS Excel format. Each Work Item Number either must be priced or marked "Not Separately Priced (NSP)". Offerors shall identify all work items and CLINs with a total proposed price value of zero dollars in the cover letter along with rationale for the value of zero dollars.

c. In accordance with the provision at 52.215-20 "Requirements for Certified cost or Pricing Data and Data Other Than Certified Cost or Pricing Data" of this solicitation, the Government may request certified cost or pricing data (as defined in the table 15-2 "Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required"), data other than certified cost or pricing data, and supporting attachments to be evaluated for adequacy. Upon request, the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2, or demonstrate entitlement to an exemption.

d. Time-and-Materials (T&M) Growth CLINs

i. Offerors shall proposed a hourly labor rate and material handling fee percentage that will be applied to the following Government-provided labor hours and material plug-ins to calculate total price for CLINs 0003 and 0004, the T&M Growth CLINs.

CLIN 0003 T&M Growth Prime Labor Hours: 22,352

CLIN 0004 T&M Growth Material Costs: $1,075,701.26

ii. Labor (CLIN 0003)

1. Consistent with Section H.7.0 TIME-AND-MATERIALS GROWTH CLIN and the provision FAR 52.216-29 "Time-and-Materials/Labor Hour Proposal Requirements - Other Than Commercial Acquisition with Adequate Price Competition" and its alternate of this solicitation, offerors shall propose a single, fully-burdened labor rate for all prime labor to be applied to this availability. The fully burdened labor rate is a fixed hourly rate that includes all wages, overhead, other indirect costs, general and administrative expenses, Facilities Capital Cost of Money (FCCOM) and profit, as well as all costs associated with support functions and consumable materials as defined by Paragraph 4 under Section B, Note A.

2. Offerors will calculate a labor price (CLIN 0003) as follows:

Proposed Prime Hourly Labor Rate x Government T&M Prime Labor Hours

3. Offerors are advised that proposed labor pricing will be incorporated into Section H.7.0 and serve as a binding ceiling price for all growth work authorized under CLIN 0003.

iii. Materials (CLIN 0004)

1. Offerors shall identify and propose a single material handling percentage (%) that will be applied to the actual, verifiable cost of materials, subcontractor labor/materials, and other direct costs purchased in support of T&M work under CLIN 0004. This material handling percentage should be one rate based on complete allocable indirect costs in accordance with the Contractor's established accounting practices. The Contractor should not propose any additional form of overhead (including G&A), or profit based on material costs.

2. Offerors will calculate a material price for CLIN 0004 as follows:

Sum of the (Offeror's material handling percentage x Government T&M Material Costs) and the Government T&M Material Costs

3. Offerors are advised that proposed material handling percentage will be incorporated into Section H.7.0 at the time of award and serve as a binding ceiling price for all growth work authorized under CLIN 0004.

iv. Note, any requests for specific clarification or deviation/exception from T&M Growth CLIN proposal submission requirements must be submitted and handled through the Clarification and Deviations process specified in this Section L.

v. The evaluated price for CLINs 0003 and 0004 will be used to establish the final funded value of the T&M CLINs in the awarded contract.

vi. The Government may request certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments to be evaluated for adequacy. Upon request, the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

NON-PRICE EVALUATIONFACTOR-TECHNICAL (VOLUME 2)

Technical Factor 1 - Understanding the WI Package

Subfactor 1.1 TPSN

Demonstrate in detail, an understanding of the overall scope of work and the plan to accomplish that work by providing a TPSN, including milestones for each WI including Category "B" items. Include all milestones listed in WI 0013. In addition, develop a Critical Path Analysis by WI. The analysis shall clearly identify the primary Critical Path at each point of the availability. In addition, a secondary Critical Path may be presented.

Milestones shall include:

a. MSC Onsite Management Team office start and end dates.

b. Start of contract/ship arrival date.

c. Crew move-off date.

d. Dry-dock date and undock date from dry-dock. : N/A

e. Completion of tanks gas-freeing date.

f. Machinery Space Turnover date.

g. Habitability and Galley and Mess Turnover date.

h. Crew move aboard date

i. Pre start-up meeting.

j. Bridge turnover.

k. Dock trial date.

l. Sea trial date.

m. Ship redelivery date.

List all awarded contracts and pending offers for same or overlapping period of performance as this availability. Explain the impact of those committed and pending projects to this availability and management of conflicts.

Identify whether it is achievable to complete all the Category "A" WIs within the period of performance. If it is not possible, provide a timetable that is determined to realistically complete all category "A" WIs.

Identify any challenges or obstacles for the coordination of WIs. Describe possible solutions for any challenge or obstacle identified.

Subfactor 1.2 Problem Areas

Identify any foreseen potential problem areas in accomplishing the work requirements (e.g., LLTM, open and inspect items, potential labor disputes, dry dock availability, exercising contract options) within the allotted contract period and propose solutions to those problems. If no problems are foreseen, state, "No problems are foreseen."

Subfactor 1.3 Engineering

The offeror shall demonstrate his understanding of the engineering support requirements (e.g., working drawings, tech/system manuals, selected record plans, inclining requirements, Trim and Stability booklet, and docking and undocking calculation, if required) of the work package.

Identify completely the extent of engineering services that you plan to provide for this work package.

Describe the methodology to be used for resolving technical engineering problems, including engineering/production interfaces.

Describe the liaison between production and any engineering or design subcontractors (e.g., whether or not specifically dedicated in-house individuals will be assigned liaison).

Describe how regulatory approvals will be obtained for applicable engineering drawings (i.e. use of Professional Engineer review, use of ABS review for ABS approval).

Submit brief but concise resumes of engineering personnel (in-house and subcontractor) assigned to this project.

Subfactor 1.4 Material Availability

Identify materials/sources of materials for any item whose material cost exceeds 25% of the total estimated work item cost.

Identify materials and sources for material costs that exceed $10,000.00 for any single item. Do not list normal stock materials (e.g., fasteners, gaskets, weld rod).

Provide a separate listing of all brand name or equal items pursuant to the Brand Name or Equal provision of this solicitation (FAR 52.211-6). List should identify the product or material by work item number.

Subfactor 1.5 Material Control and Storage

Provide information on the location and size of all storage areas including those available for the receipt and inspection of material. Provide supporting data to demonstrate capability for compliance with the storage requirements identified in the statement of work.

Describe the system to be used for Material Control, providing data for the following areas:

1. Advanced CFM material ordering.
2. Receipt, inspection, and identification of GFM and CFM, including rotatable pool items.
3. Control of pilferable and sensitive material.
4. Control of damage and reporting system.
5. Turn-in material, including equipment shipped to subcontractors for work.
6. Scrap material and relative accounting system.
7. Ripout material which is to be reinstalled
8. Procedure for critical material decisions such as substitutions.
9. Temporary issue of storeroom repair parts to support overhaul/availability.

Show how the proposed system satisfies Production and QA Material Control requirements. Describe how material is distributed to the crafts.

Subfactor 1.6 Heavy Weather Plans

A Heavy Weather Plan shall be submitted IAW WI 0006. The heavy weather plan shall include a description of the protection arrangements available and the preventive measures that will be taken to ensure the safety of the ship from potential heavy weather conditions.

Subfactor 1.7 Fire and Flooding Protection Plans

A Fire and Flooding Protection Plan shall be submitted IAW WI 0016. The plan shall include a description of the ship repair facility fire protection and flooding protection measures/procedures, agreements with local fire and rescue organizations, firefighting response plan, flooding response plan, rescue response plan, medical emergency response plan, dewatering equipment available, alternative firefighting provisions in the case of disabled fixed firefighting systems and preventive measures that will be taken to ensure ship's safety during fire or flooding emergencies.

Technical Factor 2 - Ability to Perform the WI Package

Subfactor 2.1 Man-hour Chart

Provide the supervisor/worker ratio for each specification item. Submit man-hour estimates by Hull, Machinery, and Electrical departments, with totals for each specification item and grand totals for all specification items in the format outlined below. The man-hour estimates provided shall reflect the actual man-hours planned to accomplish the work in the specification items.

MAN-HOUR ESTIMATES

ITEM NO.	HULL/ STRUCTURAL PRIME/SUB	MACHINERY PRIME/SUB	ELECTRICAL PRIME/SUB	ELECTRONIC PRIME/SUB	OTHER PRIME/SUB	TOTAL PRIME/SUB	GRAND TOTAL

Provide one graphic presentation indicating each of the following items (only one graph to be provided)

Note: Left side of graph to indicate "man-days"; bottom of graph to indicate time from award date to redelivery of vessel in daily intervals.

(a) Total number of personnel required to accomplish all work projected during the period of performance required by the solicitation.

(b) Total number of personnel required to accomplish all shipyard work, all other work currently scheduled, and all other work projected during the period of performance required by this solicitation.

(c) Total number of subcontractor personnel used to accomplish work projected during the period of performance required by this solicitation.

(d) Projected number of contractor and subcontractor personnel required to accomplish the additional man-hours of growth work as outlined in this solicitation.

For all other work projected to be performed during this availability, list the name of the ship/barge/vessel, the period of performance. Explain if it will impact this availability and, if so, how.

Subfactor 2.2 Growth Absorption

Provide an estimate of the amount of additional work that can be absorbed without impact on the availability completion. Assume that most of the additional work is identified during the first 50% of the availability, that the work per trade (Hull, Machinery, and Electrical) is proportional to the work in the basic specifications, and that all material for such additional work is available within a reasonable time.

Justify the estimate of the amount of additional work that can be absorbed beyond Category "A" and "B" items.

Subfactor 2.3 Facilities

Complete the enclosed MSC Ship Repair Facility Survey Form (MSC Form 4330/26). Forms must be signed and dated. (See section J, Attachment J-7 for the form). Use additional sheets as necessary to give a complete description of your facilities. Note the following special instructions when completing the form.

a. On sheet 2 of 5, the "Services Available" block should include only those services which are permanently installed. Temporary service capability should be listed on sheet 5 of 5.

b. Photocopies of crane certification data shall be supplied.

c. The following instructions apply to the required submittals list located on sheet 5 of 5.

1) Submittal number 1: submit as instructed.

2) Submittal number 2: submit as instructed.

3) Submittal number 3: submit as instructed; list only capital equipment. Do not list portable hand-held tools.

4) Submittal number 4: do not submit, covered elsewhere in RFP.

5) Submittal number 5: do not submit, covered elsewhere in RFP.

6) Submittal number 6: submit as instructed, do not list subcontractor locations.

7) Submittal number 7: do not submit

Subfactor 2.4 Berth, Approach, and Mooring

a. Submit a Berth Chart, Approach Chart, and Mooring Chart that complies with the requirements set forth in WI 0003 "Approach Berthing and Mooring."

b. Mooring line details shall be presented with the offeror's proposal. A mooring calculation report shall be submitted based on UFC 4-159-3.The strength of mooring bitts, bollards, and fenders shall be provided. Ensure that the hydrographic's chart clearly reflects water depth along with the units of measurement and has a date and signature.

Subfactor 2.5 Certifications

a. Welding: The offeror shall submit current ABS/IACS member welder certifications utilizing the GMAW weld procedures. The contractor shall provide a listing of welders that will perform welding work and applicable weld certifications. Welder Certifications shall provide justification for the Currency of the specified Weld Procedures in accordance with American Welding Society D1.2 paragraph 3.23, ASME Code Sect IX for CUNI 90/10 (1.5-6.1mm), ASTM A335 P22 (1.5-17.48mm) welding process 141 with unlimited piping diameters, welder continuity/currency logs shall be submitted. The welder certifications shall be valid for the duration of the physical work occurring onboard the vessel. The offeror shall provide the policy establishing its condition found report (CFR) process and deckplate process to control their material traceability for use during this availability. Traceability shall include material certifications, ABS approved repair plans, weld filler material certifications, welder certifications and weld processes.

b. Paint: The offeror shall provide a list of all personnel performing paint work as well as current certifications that are valid for the duration of the physical work occurring onboard the vessel in the following:

1. NACE/NBPI or FROSIO Level III Certified Coatings Inspector Certification OR submit a coatings inspector certification that covers the following minimum course topics:

i. Corrosion and corrosion control

ii. Inspection of corrosion

iii. Chemical or detergent cleaning methods

iv. Mechanical cleaning methods

v. Abrasive blast cleaning

vi. Water-jetting and alternative surface preparation methods

vii. Surface preparation method selection

viii. Coatings

ix. Safety

x. Coating application

xi. Coating defects and failures

xii. Specialty coatings and surfaces

xiii. Coating inspector preparation

xiv. Condition assessment

xv. Coatings inspection instrument exercises and workshops

xvi. Organizational Blasting Operations

xvii. Spray Paint Certification

xviii. Blaster Certification for Personnel Accomplishing Blasting Operations

xix. Blasting Certification for personnel Accomplishing Ultra High Pressure Water Jetting Operations

c. Safety: The offeror shall submit the following safety documentation for all prime and sub-contractor personnel that will be operating man-lifts, working at heights requiring fall protection and operating personnel lifts. All training and safety certificates shall be current and valid through the solicited period of performance.

a) Fall Protection Training Certifications (for personnel)

b) Man-Lift Operator Training Certifications (for personnel)

c) Personnel Lift Safety Certifications (for machines)

d. Non-Destructive Testing Inspection (NDT): The offeror shall submit documentation showing that all prime and sub-contractor personnel have satisfactorily met all requirements per ABS for NDT inspections and that they are current in certification. All training and NDT certificates shall be current and valid through the solicited period of performance.

a) Penetrant Testing (PT)

b) Ultrasonic Testing (UT)

c) Magnetic Particle Testing (MT)

Technical Factor 3 - Management Control and Quality Assurance

Subfactor 3.1 Organization and Key Personnel

Provide an organization chart of the key personnel who will be assigned for this availability. Include upper management, program managers, negotiators, estimators, scheduling personnel, engineering personnel, key production personnel by trade, the shipyard safety program organization, testing organization, the quality assurance organization, and contractor personnel responsible for each subcontractor being used. Identify the 2nd and/or swing shift yard managers/supervisors. Include the name, title, percentage of time to be devoted to this availability, and years of experience in the ship repair industry for each key person.

Subfactor 3.2 Subcontractor Participation

Identify all proposed major (over $25,000.00 aggregate) subcontractors and suppliers by work item. If none, state so. For all major subcontractors identified, advise whether the use of a second-tier subcontractor is proposed. If so, identify the proposed second-tier subcontractor and the specific work that it will be tasked to perform.

Identify all work items where work required is planned to be accomplished outside of the contractor's primary repair facility. Identify the facility/subcontractor planned to accomplish this work, the location where work will be performed, and contractor intentions for accomplishing regulatory body and MSCREP inspections at the off-site location.

Where a Technical Representative is required, identify each Technical Representative by source and by WI number. If none, state so. Technical Representatives shall have explicit OEM approval, training, certification and experience with the systems specified in the WI.

The Offeror shall provide a signed letter of intent, or an email from each OEM vendor specified as mandatory in the pertinent work items as reflected in Section(s) 7 and 8 of the individual work items. The letter of intent shall be on OEM letterhead and shall state that the vendor intends to support the statement of work (SOW) as a subcontractor of the prospective prime contractor (shipyard) during the period of performance (PoP). The work items that require OEM(s) to have all information are found in attachment J-1A.

Subfactor 3.3 Quality Control Plan

Describe in detail the Quality Control (QC) Plan to be used for this availability. The description should address the method in which you will comply with WI 0004.

Submit a Preliminary "Schedule for Key Inspection Events" for review; to show full understanding of all inspections criteria, call outs, and checkpoints specified within the WI package.

Identify the individuals who will perform the QC function. Discuss other duties, if any, to be performed by QC personnel and the percentage of time that they are to perform other duties. Discuss the documentation of QC activity (e.g., logs, notebooks, records). Present the test failure recovery plan.

Subfactor 3.4 Hazardous Waste Management Plan

Identify key shipyard personnel associated with hazardous waste management including, but not limited to, personnel associated with employee training, hazardous waste identification, and manifest documentation.

Identify any subcontractors associated with removal, handling, and disposal of hazardous waste, including but not limited to, subcontractors responsible for removing, storing, transporting, recycling, reclaiming, or otherwise disposing of hazardous waste. All permits or other applicable credentials associated with safe and proper disposal of hazardous waste should be included. If a hazardous waste subcontractor is changed for any reason, the Hazardous Waste Management Plan shall be amended prior to the new subcontractor beginning work on the vessel.

Identify all local, state, and federal agencies associated with the disposal of hazardous waste. Outline procedures used by the facility to accomplish removal, handling, storage, and disposal of hazardous waste IAW local, state, and federal requirements.

Describe all steps to be taken to reduce the volume and toxicity of hazardous waste generated during the performance of the contract. This is to include, but not be limited to a description of management of hazardous waste generation, process controls utilized to ensure that effective minimization techniques are maintained, and any technological resources available to reduce either the toxicity or the volume of hazardous waste.

Provide a copy of the facility's Hazardous Waste Spill Response Plan.

NON-PRICE EVALUATION FACTOR - PAST PERFORMANCE (VOLUME 3)

A. The offeror shall submit past performance information (PPI) using Attachment J-4 or provide CPARS reports for three (3) recent and relevant completed contracts, delivery order or substantially completed delivery orders or contract for repair /maintenance of US Navy vessels, other government military vessels, or similar commercial vessels where the offeror served as the prime contractor, no page limited.

(1) "Recent" is defined as a contract in-progress or completed within the last five (5) years as of the solicitation release date.

(2) "Relevant" is defined as a contract that is of similar scope and magnitude to the requirements as set forth in this solicitation.

a. Scope: Experience in the areas defined in the Solicitation as specified in Attachment J-1 (Work Item Specification Package SSU 27-003 and Work Item References. Emphasis will be placed on performance of work similar to that contained in the USNS JOHN LEWIS (T-AO 205) Attachment J-1 (Work Item Specification Package SSU 27-003).

b. Magnitude: The measure of the similarity of the volume, dollar value and/or duration of the work actually performed under the Offeror's submitted contracts to the requirements of this solicitation.

B. Offerors shall provide a narrative for each past performance submission to explain what aspects of each contract are deemed relevant to scope and magnitude as related to the requirements of this solicitation. The narratives collectively shall not exceed 10 pages total.

An Offeror that does not have "recent" and "relevant" past performance to provide for consideration is requested to affirmatively state that it does not have recent and relevant past performance for the Government to consider.

COVER PAGE AND OTHER SUBMITTAL REQUIREMENTS (VOLUME4):

The cover letter, which shall not exceed three (3) pages, shall meet all the requirements of the "first page of the proposal" outlined in FAR 52.215-1(c)(2)(i-v). The representative who signs this letter must be authorized to contractually bind the Offeror. Submission of a signed cover letter to the Government constitutes agreement and acceptance of the terms and conditions of this RFP and all Amendments to this RFP in a Firm-Fixed Price contracting environment. The Offeror must explicitly acknowledge receipt of amendments to this RFP and related documentation numbered and dated. Offerors who alter the terms and conditions of this RFP, except for completing appropriate fill-in blocks and certifications, may be considered non-responsive and, thus, ineligible for award. If an Offeror takes an exception to any requirement of the proposal, the Offeror must note the exception in the Cover Letter. In addition to those requirements, the Offeror shall include the following in the cover letter:

A. Offeror's name, address, and Point of Contact

B. Solicitation/Request for Proposal (RFP) number

C. Total Proposed Price

D. Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)

E. The signed cover page and all pages of the Solicitation (SF-33), and any Amendments (SF-30).

F. Completed Attachment J-6 FAR 52.229.11: Tax on Certain Foreign Procurements-Notice and Representation: IRS FormW-14.

G. Complete any representations and certifications for provisions in the solicitation that are not included in SAM. Complete block 12 on SF 33 if providing more time for acceptance of offer.

H. Notice of any alterations to the solicitation (except for completing appropriate "fill-in" blocks and certifications). Note, however, that Offerors who alter the solicitation (except for completing appropriate "fill-in" blocks and certifications) may be considered unacceptable and thus ineligible for award.

I. For any work item (WI) with a total dollar value of zero dollars proposed in Attachment J-3 (Contractor Price Breakdown) provide an explanation as to why.

In addition, if applicable:

J. For any WI with a total value of zero labor hours proposed (prime and subcontractor combined) (although material is proposed), provide an explanation as to why.

K. For any WI with a total dollar value of zero material proposed (prime and subcontractor combined) (although labor is proposed), provide an explanation as to why.

Liquidated Damages

(a) General

In accordance with DFARS clause 252.217-7009 "Default" paragraph (f), if the Contractor fails to complete the work within the time specified, or any extension, in the contract, the Government will suffer damages. These damages include, but are not limited to, extended lodging, meals, and incidental expenses for Government personnel required to remain at the OCONUS performance location. These actual damages would be difficult to estimate accurately or prove. Therefore, in lieu of actual damages, the Contractor shall pay the Government liquidated damages for each calendar day of delay. The current liquidated damages for each calendar day of delay is $16,744.47 which uses a blended average per diem rate of possible place of performance locations within the 7th Fleet AOR.

(b) Establishment of Final Rate at Award

This solicitation does not contain a final liquidated damages daily rate. The Contracting Officer will establish the final, fixed daily rate at the time of contract award using the per diem rate of the awarded place of performance. Prior to award, the Contracting Officer will calculate the liquidated damages daily rate based on the official per diem rate for Place of Performance in effect on the date of award, as published by the U.S. Department of State in the Department of State Standardized Regulations (DSSR), Section 925. The official source for these rates is the Department of State website,

currently located at https://allowances.state.gov/web920/per_diem.asp.

(c) Incorporation into the Contract

The final, calculated daily liquidated damages rate will be referenced in the explanatory note of Section I regarding the liquidated damages rate applicable to the clause DFARS 252.217-7009, Default, in the awarded contract. By submitting an offer, the offeror acknowledges and agrees to this methodology for establishing the liquidated damages rate.

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)	Feb 2026		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation)	Feb 2026		
52.215-16	Facilities Capital Cost of Money.	Jun 2003		
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation)	Feb 2026		
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements-Other Than Commercial Acquisition With Adequate Price Competition.	Nov 2021		
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan. (Deviation)	Feb 2026		
52.233-2	Service of Protest. (Deviation)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
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		
252.215-7994	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026
252.216-7002	Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements-Other Than Commercial Acquisition with Adequate Price Competition.	Jan 2023	Alternate A	Jan 2023
252.225-7003	Report of Intended Performance Outside the United States	Oct 2025		
252.246-7005	Notice of Warranty Tracking of Serialized Items.	Mar 2016		

FAR Clauses Incorporated by Full Text

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

Type of Contract (Feb 2026) (Deviation)

The Government contemplates award of a Firm-Fixed-Price (FFP) with Time and Materials (T&M) CLINs (0003 & 0004) contract resulting from this solicitation.

(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):

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

DFARS Provisions: https://www.acquisition.gov/dfars

(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 (DFARS) (48 CFR 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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

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

To be determined: Coordinate with the Contracting Officer.
(Insert complete address)

(End of provision)

252.215-7992 Only One Offer. (DEVIATION 2026-O0048) (Mar 2026) Deviation 2026-O0048 (Mar 2026)

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

(a) *Cost or pricing data requirements*. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation*. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at 15.404).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable N/A.

(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts*. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.217-7026 Identification of Sources of Supply. (Jan 2023)

IDENTIFICATION OF SOURCES OF SUPPLY (JAN 2023)

(a) The Government is required under 10 U.S.C. 4753 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Product or Commercial Service (Y or N)	Source of Supply Company	Address	Part No.	Actual Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)
___	___	___	___	___	___	___

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none".

(3) Use "Y" if the item is a commercial product or commercial service; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

(End of provision)

Section M - Evaluation Factors for Award

M-1.0 GENERAL

Award will be made to the responsible offeror whose proposal offers the lowest evaluated price and for which non-price factor is rated as Acceptable in accordance with the established criteria in the solicitation. The Government intends to award one contract as a result of this solicitation. Taking exception to any terms or conditions of this RFP outside of the process for Clarifications and Deviations may deem the offeror unacceptable.

The Government intends to evaluate proposals and award based on initial proposals without conducting discussions with Offerors but reserves the right to conduct discussion if determined by the Contracting Officer to be necessary (FAR 52.215-1(f)(4)). Therefore, each initial offer should contain the offeror's best technical and price terms. If discussion is decided, the Contracting Officer will establish a competitive range to limit the number of proposals for discussion to the greatest number that will permit an efficient competition among the most highly rated proposals.

The Contracting Officer will promptly notify offerors of the decision to eliminate their proposals from the competitive range, whereupon an offeror can request and receive a debriefing in accordance with RFO 15.206. The Contracting Officer will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with RFO 15.301. Upon such notification, unsuccessful offerors may request and receive a debriefing. Any offeror requesting a debriefing must make the request in accordance with the requirements of RFO 15.301.

Offerors are advised that the Government will not evaluate any proposal information not contained within the body of the proposal, with the exception of the Government's reservation of rights to independently research past performance.

M-2.0 BASIS OF AWARD

Evaluation of an Offeror's proposal will be based on the information presented in the written proposal along with any input obtained from outside sources relevant to past performance. Proposals that are unachievable in terms of technical or schedule commitments may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may therefore be determined to be unacceptable or ineligible for award.

All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L will impact the resulting evaluation ratings and a deficiency or lack of responses to factors, sub-factors, elements, or sub-elements may be used as a basis for eliminating a proposal from further consideration.

For the Technical factor, a Technical Rating will be assigned. The Technical Rating reflects whether the proposal meets or does not meet the minimum requirements. Offerors are advised that during the evaluation process, a technical factor with an "Unacceptable" Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

Under Past Performance, the Government will evaluate recent performance to determine how well an offeror has performed work similar to the work required by the solicitation. After evaluating the Offeror's past performance information, a Performance Confidence Assessment Rating of Acceptable or Unacceptable will be assigned. More relevant past performance will typically be a stronger predictor of future success and have more influence on the Performance Confidence Assessment Rating than past performance of lesser relevance. In the case of an Offeror without a record of relevant past performance, the Offeror will be determined to have an "Unknown Performance Record" which is considered an acceptable rating.

M-3.0 EVALUATION FACTORS

1) PRICE EVALUATION FACTOR - Lowest Total Price

The offeror's proposed price will be evaluated for reasonableness based on price analysis in accordance with FAR 15.404-1. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

2) NON-PRICE EVALUATION FACTOR - Technical

TECHNICAL FACTOR 1 - UNDERSTANDING THE WORK PACKAGE
The Government will evaluate the adequacy of the offeror's understanding of approach to, and ability to meet the solicitation requirements based on the information provided as required by Section L under the following sub-factors.

1.1 TPSN
1.2 Problem Areas
1.3 Engineering
1.4 Material Availability
1.5 Material Control and Storage
1.6 Heavy Weather Plans
1.7 Fire and Flooding Protection Plans

TECHNICAL FACTOR 2 - ABILITY TO PERFORM THE WI PACKAGE
The Government will evaluate the adequacy of the offeror's understanding of approach to, and ability to meet the solicitation requirements based on the information provided as required by Section L under the following sub-factors.

2.1 Man-hour Chart
2.2 Growth Absorption

2.3 Facilities
2.4 Berth, Approach, and Mooring
2.5 Certifications

TECHNICAL FACTOR 3 - MANAGEMENT CONTROL AND QUALITY ASSURANCE
The Government will evaluate the adequacy of the offeror's understanding of approach to, and ability to meet the solicitation requirements based on the information provided as required by Section L under the following sub-factors.

3.1 Organization and Key Personnel
3.2 Subcontractor Participation
3.3 Quality Control Plan
3.4 Hazardous Waste Management Plan

The Government will evaluate the offeror's proposal against the requirements to determine whether the proposal is acceptable or unacceptable using the ratings and descriptions below.

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

3) NON-PRICE EVALUATION FACTOR - Past Performance

A. Evaluation
1. The Government will evaluate each offeror's past performance based on the information submitted by the offeror, but, at the Government's discretion, may also consider information in the Government's possession and information from other sources. Only recent and relevant past performance information will be evaluated. A recent contract is one that is currently ongoing or has been completed within the last five (5) years from the solicitation release date. A relevant contract is defined as work of similar scope and magnitude performed on US Navy vessels, other government military vessels, or similar commercial vessels where the offeror served as the prime contractor. If an Offeror submits more than three recent and relevant efforts, the Government will evaluate no more than three (3), which will be selected at random by the Government.

2. If Offerors that have no record of past performance (i.e., new businesses) submit a statement to that effect and the Government has no information available regarding the offeror's past performance, that offeror will be determined to have an unknown performance record. In the case of an Offeror for whom information on recent, relevant past performance is so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror will be determined to have an unknown performance record.

3. The Government will consider quality information in the following areas when evaluating an offeror's recent and relevant past performance.
(a) Quality of Service (technical compliance with contract requirements);
(b) Timeliness of performance (ability to meet schedule); and
(c) Management (offeror's general businesslike concern for the interest of the customer).

4. Quality information regarding the Offeror's recent and relevant past performance will be used to make a subjective determination whether the Government has a reasonable expectation that the Offeror will successfully perform the required effort. In accordance with FAR 15.305(a)(2), the Government may consider, among other things, currency and relevance of the quality information, source of the information, context of the data, and general trends in contractor's performance.

5. PPI utilized in the evaluation will include data obtained from the Past Performance Data Sheets (Attachment J-4). Contractor references that cannot be contacted will not be considered. Government evaluators may use 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's performance on any federal, state, local, and commercial contract that is known to the Government, but not included on a submitted "Past Performance Data Sheet." Additionally, interviews with Program Managers, Contracting Officers, and the Defense Contract Management Agency may be utilized.

RATING

The Past Performance factor will be rated on an Acceptable/Unacceptable basis using the following rating criteria:

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.
Unacceptable	Based on the Offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

An offeror who receives a rating of "Unacceptable" based on adverse past performance information to which the offeror has had an opportunity to respond will not be further considered for award.

4) COVER PAGE AND OTHER SUBMITTAL REQUIREMENTS

Responsibility: To be eligible for award, Offerors must meet the Contractor Qualifications standards in FAR subpart 9.1, and shall provide relevant documentation necessary to support the Contracting Officer's determination of responsibility. The Contracting Officer may request additional documentation necessary to determine an Offeror's responsibility pursuant to FAR 9.105-1(a). Such a request shall not be considered "discussions."

The Contracting Officer may either make a responsibility determination without requesting any information from an offeror or require the offeror provide information to substantiate that it satisfies the general responsibility standards of FAR 9.104-1. The particular information requested from an offeror will be specific to that offeror. The Contracting Officer may consider an offeror's inability to promptly respond to a request for information as an indication the offeror is nonresponsible since FAR 9.103(c) obligates prospective contractors to affirmatively demonstrate their responsibility.

When the Contracting Officer requests responsibility information, the Contracting Officers request, the offeror's response, and all related communications between the Government and offeror are solely for the purpose of determining whether the offeror is responsible. These communications will not constitute negotiations within the meaning of RFO 15.204 since the offeror will not be given an opportunity to revise its proposal.
IMPORTANT:

1. In the event the country in which the lowest priced, technically acceptable offeror's shipyard is located prohibits U.S. personnel from entering the country at the time of award or 45 calendar days before commencement of period of performance whichever is sooner, the U.S. Government reserves the right to award to the lowest price, technically acceptable offeror whose country does not prohibit U.S. personnel entry.

2. The offeror's proposed port facility must have an active port assessment completed by the U.S. Navy in order to be eligible for award. In the event the lowest priced, technically acceptable offeror's proposed port does not have an active port assessment at the time of award or 45 calendar days before commencement of period of performance, whichever is sooner, the U.S. Government reserves the right to award to the lowest price, technically acceptable offeror whose proposed port has an active port assessment.

3. Verification of Accounting Systems
To support the Government's responsibility determination, the Government may require a pre-award survey of an offeror's accounting system. Offerors must be prepared to support various requests from Defense Contract Audit Agency (DCAA) for verification of an accounting system adequate to support Time and Materials CLIN as stated in this solicitation, for determining costs applicable to this contract in accordance with DFARS Subpart 242.75. Offerors must be prepared to support this survey by providing access to relevant documentation (e.g., timekeeping policies, labor distribution procedures, billing procedures) and key financial personnel.

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 who submits a technically acceptable proposal that conforms to the requirements of the solicitation, and the Contracting Officer has no reason to believe would be likely to offer other than fair and reasonable pricing.

The Government intends to make an award based on initial proposals; however, the Government reserves the right to enter into negotiations. If negotiations are applicable, all Offerors selected to participate in negotiations 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.

Pre-award notification during the source selection process shall be provided in accordance with RFO 15.207.

FAR Clauses Incorporated by Reference

Variation

Number	Title	Effective Date	Alternate/ Deviation	Effective Date
52.217-5	Evaluation of Options. (Deviation)	Feb 2026		