SOLICITATION, OFFER, AND AWARD

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

RATING

PAGE 1 OF PAGES 41

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N6264926RK011	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	02 Jun 2026	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO *(If other than item 7)*
NAVSUP FLT LOG CTR YOKOSUKA PSC 473 BOX 11, FPO AP 96349-1500 FPO, AP 96349-1500 UNITED STATES Hyon Yang, Email: hyon.t.yang2.ln@us.navy.mil Telephone: 315-763-8719	N62649	

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 10:00 AM *(Hour)* local time 02 Jul 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	
	Hyon Yang	315	763-8719		hyon.t.yang2.ln@us.navy.mil

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OFFER *(Must be fully completed by offeror)*

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

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

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

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

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

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

AWARD *(To be completed by Government)*

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

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 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 SACAGAWEA (T-AKE 2) Voyage Repair Availability KR

1. REQUIREMENT: NAVSUP Fleet Logistics Center Yokosuka, Sasebo Div., Site Chinhae has a new requirement in support of Voyage Repair Availability for the USNS SACAGAWEA (T-AKE 2). The repair and maintenance work specification is included as Attachment J-1 of this solicitation.

2. PERIOD OF PERFORMANCE: 1 August - 14 September 2026

3. PLACE OF PERFORMANCE: Chinhae, S. Korea (ROKPOG Ammo Pier)

4. PROPOSAL: Offerors must provide all information required by this solicitation no later than 2 July 2026 at 1000 AM Korea Standard Time (KST).

5. WORK ITEM INFORMATION:

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

b. Specific Work Items and related References 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 clarifications or additional information to:

Mr. Yang, HyonTong (Rio)
Contract Specialist / Contracting Officer
Contracting Department (C243)
NAVSUP FLCY Sasebo Division - Site Chinhae
DSN 315-763-8719 COMM +82-(0)503-363-8719
E-mail hyon.t.yang2.ln@us.navy.mil

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-2 (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-2 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 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 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 SACAGAWEA (T-AKE 2) Voyage Repair Availability KR The contractor shall provide all labors, material, tools and equipment to accomplish the Voyage Repair Availability for USNS SACAGAWEA (T-AKE 2) as described in accordance with the Work Specification MSCOK 26-010 and the SECTION J, Attachment J-1. All offers shall be in US Dollars and use the offerors final, fully burdened rates, include all applicable fees and profit. Offerors are required to submit an itemized breakdown of the price for each item on the form provided in Attachment J-2. Failure to submit this documentation properly completed by the specified closing date may cause rejection of the offer. Pricing Arrangement: Firm Fixed Price	1	Lot		
0002	USNS SACAGAWEA (T-AKE 2) VRA KR Growth Work for CAT A - Prime Labor Time and Materials (T&M) Not-to-Exceed (NTE) Unit Hourly Labor Rate: $_____/Hour Qty. in Hours: 8,032 Extended Price: $_____ (Hourly Labor Rate x 8,032) *** 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	8,032	Hours		
	USNS SACAGAWEA (T-AKE 2) VRA KR Growth Work for CAT A - Material/Subcontractor/Other Costs Time and Materials (T&M) Not-to-Exceed (NTE)				

0003	Material/Subcontractor/Other Costs without markup: $495,196.81 Qty: 1 Material Handling/Percent Markup: _____% Extended Price: $_____ ($495,196.81 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-1.0 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 three (3) calendar days of receipt, unless otherwise specified on an individual CCO. 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) $_____ d. Material Handling Fee (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-2 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 15.404-8.

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-2 (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-2 (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-2 (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-2 (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-2.0 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-3.0 MANAGEMENT/STAFFING PLAN

Provide an organization chart of the significant positions who will be assigned for this availability within 10 days after award. The 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-4.0 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 Contract Specialist: hyon.t.yang2.ln@us.navy.mil.

EXPEDITING CONTRACT CLOSEOUT

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at

the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Requirements

USNS SACAGAWEA (T-AKE 2) Voyage Repair Availability KR (1 Aug - 14 Sep 2026)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

243-9400(1-92) SUPTXT243-9400(1-92) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (Jan 2024)

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: All warranted NAVSUP FLCY Contracting Officers

ADDRESS: NAVSUP FLCY Site Chinhae

#23, Yeomyeong-ro, Jinhae-gu,

Changwon, GyeongNam, S. Korea 51698

TELEPHONE: +82-503-363-8719 Email: hyon.t.yang2.ln@us.navy.mil

Section D - Packaging and Marking

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-16	Responsibility for Supplies.	Apr 1984		

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: The Technical POC will be responsible for all inspection and acceptance for this availability. DoDAAC: N62387 CountryCode: USA MSC PROGRAM MANAGEMENT CENTRALIZED AND SUPT STAFF NORFOLK, 471 EAST C STREET, BLDG SP-64 NORFOLK, VA 23511-2419 UNITED STATES Edwin Madrelino, Technical Point of Contact Email: edwin.s.madrelino.civ@us.navy.mil
0002	Inspection and Acceptance Location Both Destination Instructions: The Technical POC will be responsible for all inspection and acceptance for this availability. DoDAAC: N62387 CountryCode: USA MSC PROGRAM MANAGEMENT CENTRALIZED AND SUPT STAFF NORFOLK, 471 EAST C STREET, BLDG SP-64 NORFOLK, VA 23511-2419 UNITED STATES Edwin Madrelino, Technical Point of Contact Email: edwin.s.madrelino.civ@us.navy.mil
0003	Inspection and Acceptance Location Both Destination Instructions: The Technical POC will be responsible for all inspection and acceptance for this availability. DoDAAC: N62387 CountryCode: USA MSC PROGRAM MANAGEMENT CENTRALIZED AND SUPT STAFF NORFOLK, 471 EAST C STREET, BLDG SP-64 NORFOLK, VA 23511-2419 UNITED STATES Edwin Madrelino, Technical Point of Contact Email: edwin.s.madrelino.civ@us.navy.mil

Section F - Deliveries or Performance

F-1.0 Effective date of contract:

The effective date of the contract is from the date of award made by the Government through completion date specified in the contract.

F-2.0 Time of Performance:

For CLIN 0001 - 0002: From 1 Aug through 14 Sep 2026

F-3.0 Place of Performance:

The performance of all works set forth in SECTION B shall be accomplished aboard the vessel while in Chinhae, S. Korea (ROKPOG AMMO Pier).

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Period From 01 Aug 2026 to 14 Sep 2026 Period of Performance From 01 Aug 2026 To 14 Sep 2026	1 Lot	Ship To DoDAAC: N62387 CountryCode: USA MSC PROGRAM MANAGEMENT CENTRALIZED AND SUPT STAFF NORFOLK, 471 EAST C STREET, BLDG SP-64 NORFOLK, VA 23511-2419 UNITED STATES Edwin Madrelino, Technical Point of Contact Email: edwin.s.madrelino.civ@us.navy.mil
0002	Delivery Period From 01 Aug 2026 to 14 Sep 2026 Period of Performance From 01 Aug 2026 To 14 Sep 2026	8,032 Hours	Ship To DoDAAC: N62387 CountryCode: USA MSC PROGRAM MANAGEMENT CENTRALIZED AND SUPT STAFF NORFOLK, 471 EAST C STREET, BLDG SP-64 NORFOLK, VA 23511-2419 UNITED STATES Edwin Madrelino, Technical Point of Contact Email: The Technical POC will be responsible for all inspection and acceptance for this availability.
	Delivery Period From 01 Aug 2026 to 14 Sep 2026	1 Lot	Ship To DoDAAC: N62387 CountryCode: USA MSC PROGRAM MANAGEMENT CENTRALIZED

0003	Period of Performance From 01 Aug 2026 To 14 Sep 2026		AND SUPT STAFF NORFOLK, 471 EAST C STREET, BLDG SP-64 NORFOLK, VA 23511-2419 UNITED STATES Edwin Madrelino, Technical Point of Contact Email: The Technical POC will be responsible for all inspection and acceptance for this availability.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		
52.247-34	F.o.b. Destination.	Jan 1991		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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.

Not Applicable

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2-in-1

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	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

**For T&M CLINs Cost Voucher*

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

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

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

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

(g) *WAWF point of contact.*

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

MSCHQ_WAWF@NAVY.MIL and Ms. Masako Kanai at Masako.kanai.ln@us.navy.mil

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

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

(End of clause)

Section H - Special Contract Requirements

H-1.0 OCCUPATIONAL AND HEALTH STANDARDS FOR SHIPYARD EMPLOYMENT

(a) The Place of Performance for this contract is located on a Republic of Korea (ROK) military installation. The Contractor, its subcontractors, and all associated personnel shall strictly comply with all applicable host-nation occupational safety and health laws and regulations, including but not limited to those enforced by the Republic of Korea Ministry of Employment and Labor (MOEL) and the Korea Occupational Safety and Health Agency (KOSHA).

(b) ROK Military Regulations:

In addition to national laws, the Contractor shall comply with all safety, health, environmental, and fire protection regulations, instructions, and directives mandated by the ROK Military Base Commander or designated local port authority having jurisdiction over the pier and surrounding facilities.

(c) Conflict of Standards:

While U.S. Navy standard safety practices (including principles found within 29 CFR 1915) may be used as a baseline for safe shipyard employment, they do not supersede host-nation laws or ROK military regulations. In the event of a conflict between U. S. safety standards, ROK national laws, and ROK military installation regulations, the more stringent host-nation or ROK military standard shall apply. The Contractor shall immediately notify the Contracting Officer and the designated on-site Government Representative of any such conflict.

(d) Contractor Responsibility:

The U.S. Government assumes no liability for the Contractor's failure to comply with ROK national laws or ROK military installation regulations. The Contractor is solely responsible for ensuring its workforce is trained on and equipped to meet the safety requirements of the host nation and the local installation.

(e) Mishap Reporting:

The Contractor shall promptly report all safety incidents, accidents, or injuries occurring at the Place of Performance to the on-site Government Representative (e.g., COR, Port Engineer, Principle Port Engineer, or Project Manager), in addition to making any mandatory reports required by the ROK authorities.

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 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 NAVSUP FLCY Site 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 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-4.0 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-5.0 USFK Invited Contractor and Technical Representative Program: Prospective contractors that are incorporated outside of ROK must meet the terms and conditions for the "Invited Contractors" program"

https://www.usfk.mil/About/USFK/Organization/Special-Staff/Acquisition-Management/

H-6.0 TIME-AND-MATERIALS GROWTH CLIN

(a) This contract will utilize a Time-and-Materials (T&M) Growth CLINs 0002 and 0003 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 0002 and 0003, 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 CLINs 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-2 (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/PE within twenty-four (24) hours after the conditions have been found and identified. This form 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/PE shall review the CFR and will determine further action. When determined by the PPE/PE 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/PE 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/PE 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 0002 and CLIN 0003 (T&M)

52.232-7 Payments Under Time and Materials Labor Hour Contracts
Applies solely to CLIN 0002 and CLIN 0003 (T&M)

252.217-7007 Payments
Applies solely to CLIN 0001

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		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	Feb 2026		
52.215-14	Integrity of Unit Prices.	Nov 2021		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-6	Taxes-Foreign Fixed-Price Contracts.	Feb 2013		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-25	Prompt Payment.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes. (Deviation 2026-O0038)	Feb 2026		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.242-13	Bankruptcy.	Jul 1995		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.246-26	Reporting Nonconforming Items.	Aug 2024		
52.247-5	Familiarization with Conditions.	Apr 1984		
52.247-15	Contractor Responsibility for Loading and Unloading.	Apr 1984		
52.247-68	Report of Shipment (REPSHIP).	Feb 2006		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.217-7003	Changes.	Dec 1991		
252.217-7004	Job Orders and Compensation.	May 2006		
252.217-7005	Inspection and Manner of Doing Work.	Jul 2009		
252.217-7006	Title.	Dec 1991		
252.217-7009	Default.	Dec 1991		
252.217-7010	Performance.	Jul 2009		
252.217-7011	Access to Vessel.	Dec 1991		
252.217-7012	Liability and Insurance.	Aug 2003		
252.217-7013	Guarantees.	Dec 1991		
252.217-7014	Discharge of Liens.	Dec 1991		
252.217-7015	Safety and Health.	Dec 1991		
252.217-7016	Plant Protection.	Dec 1991		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.225-7005	Identification of Expenditures in the United States .	Jun 2005		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7021	Trade Agreements.	Feb 2024		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7058	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		
252.232-7010	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		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
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 2026-O0038) (Feb 2026)

ALLOWABLE COST AND PAYMENT (FEB 2026) (DEVIATION 2026-O0038)

(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[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "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)

52.232-7 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[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "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)

52.252-2 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/FARS Clauses http://www.acq.osd.mil/dpap/dars/dfarspgi/current/ ____[Insert one or more Internet addresses]

(End of clause)

52.252-4 Alterations in Contract. (Apr 1984)

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

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

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any DFARS[insert regulation name] (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Attachments

The following documents, exhibits, and other attachments that form part of this solicitation are as follows.

ATTACHMENT NUMBER	TITLE / DESCRIPTION
J-1	Work Specification MSCOK 26-010
J-2	Contractor Price Breakdown
J-3	Contractor Performance Data Sheet
J-4	FAR 52.229-11 Tax on Certain Foreign Procurements - Notice and Representation: IRS Form W-14
J-5	Request for Clarification
J-6	Contract Administration Plan (CAP)
J-7	Quality Assurance Surveillance Plan (QASP)

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	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)

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

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

☐ (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is

a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

L-1.0 SUBMISSION OF PROPOSALS

The offeror is required to submit a proposal in the following quantities:

(X) SF 33 (Solicitation No. N6264926RK011) - One original signed copy.
(X) Submit a price breakdown of the proposal utilizing ATTACHMENT (2) of Section J.
( ) Financial data --
(X) Other. - Specific list of materials and all other items necessary for each work items

The following two (2) items are applicable only if checked off.

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

( ) Additional Technical Information: The offeror is required to submit additional technical information, such as proposed schedule, plan of action and milestones (POAMs), etc., as required by individual Solicitations.

L-2.0 MANDATORY ELECTRONIC SUBMISSION OF PROPOSAL

Electronic submission of proposals is mandatory via e-mail or DoD SAFE, unless directed otherwise. In the event that it is not possible to submit your proposal via email due to technical problems, you may submit your proposal so that it is received by the Contract Specialist and/or Contracting Officer not later than the stated deadline through the following means (in order of preference):

(a) Hand-delivered directly
(b) Mailed directly

L-3.0 CERTIFIED COST OR PRICING DATA:

In accordance with DFARS 215.371, the offeror may be required to submit certified cost or pricing data for all the materials and other direct costs as part of an offer. The contractor will be notified for submission of the cost and pricing data when it is required.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	Feb 2026
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		

FAR Clauses Incorporated by Full Text

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

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

The Government contemplates award of a Firm-Fixed-Price[Contracting Officer insert specific type of contract] 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 Clauses: https://www.acquisition.gov/browse/index/far/FARS Clauseshttp://www.acq.osd.mil/dpap/dars/dfarspgi/current/____[Insert one or more Internet addresses]

(End of provision)

52.252-3 Alterations in Solicitation. (Apr 1984)

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

(End of clause)

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

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.215-7012 Requirements for Submission of Proposals via Electronic Media. (Jan 2018)

REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: *EMAIL[Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]*

(End of provision)

Section M - Evaluation Factors for Award

M-1.0 Evaluation Factors for Award

Evaluations for award under this solicitation will be conducted using Lowest Price Technically Acceptable with acceptable past performance. Award will be made to the responsible offeror whose proposal offers the lowest evaluated price and for which all non-price factors are rated as Acceptable in accordance with the established criteria in this section. The Government intends to award one (1) contract as a result of this solicitation. The following factors shall be used to evaluate the proposals:

- Price, Technical Acceptability and Past Performance

(a) **Price**: The offeror's proposed price will be evaluated for reasonableness based on price analysis in accordance with FAR 15.404-1; and
(b) **Technical Acceptability**: Technical acceptability will be determined by evaluating the total number of proposed labor hours (prime and subcontractor), proposed material and/or any labor/material/equipment other than the pre-described.. The technical acceptability will be rated as either "acceptable" or "unacceptable." To be determined technically acceptable, the number of labor hours, the type/amount of material and/or other items by the offeror must be sufficient to reflect an understanding of, and ability to complete, the scope of work; and

WARNING - If the Government's technical analysis determines that a proposal is unrealistic, because the proposed labor hours or the type and quantity of materials are excessive or insufficient for the work required, the proposal may be deemed technically unacceptable. An unrealistic proposal may indicate a lack of understanding of the requirements, and the Government may exclude such a proposal from further consideration for award.

Rating	Description
Acceptable	The total number of proposed labor hours and proposed material meet the requirements of the solicitation.
Unacceptable	The total number of proposed labor hours and proposed material does NOT meet the requirements of the solicitation.

(c) **Past Performance**: The Government will evaluate each offeror's past performance based on information in the Government's possession, and information submitted by Section L-1.0 in accordance with Section M-1.1 evaluation of Past Performance Information.

M-1.1 EVALUATION OF PAST PERFORMANCE INFORMATION

(a) Evaluation of each offeror's past performance will be based on information in the Government's possession, information submitted by the offeror in accordance with Section L-1.0 of the solicitation, and useful and relevant information from other sources. Information related to performance under contracts with the following agencies (listed in order of importance) within the past three years will be evaluated:

(1) U.S. Government agencies;
(2) R.O.K. Government agencies, including ROKMND/other host nation government if performed in country other than the South Korea; and
(3) Private Sector.

(b) The Government will focus its inquiry of the offeror's record of performance as it relates to timeliness, quality, cost control, and customer satisfaction.

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

Past performance information (PPI) utilized in the evaluation will include data obtained from the Contractor performance data sheets. Contractor references that cannot be contacted will not be considered.

Government evaluators may avail themselves of various federal, state, and local past performance databases including, but not limited to, System for Award Management (SAM.gov), Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), and Defense Logistic Agency's (DLA's) Mechanization of Contract Administration Services (MOCAS) system. The Government may research offeror performance on any federal, state, local, and commercial contract that is known to the Government, but not included on a submitted "Contractor Data Sheet." Additionally, interviews with Program Managers, Contracting Officers, and the Defense Contract Management Agency may be utilized.

(c) After performing the evaluation described in subparagraph (b) above, following rating scale will be used for the proposal's overall past performance rating:

RATING	DESCRIPTION
ACCEPTABLE	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
UNACCEPTABLE	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

An offeror who receives a rating of "Unacceptable" will not be further considered for award and will be excluded from the competitive range.

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

M-2.0 ADDITIONAL EVALUATION FACTORS FOR AWARD WHEN APPLICABLE:

The following provision is applicable when specified in the solicitation.

(X) EVALUATION OF OFFERS FOR SINGLE AWARD
An offeror must quote on all items in this solicitation to be eligible for award. The Government intends to make a single award to the responsive offeror whose total offer on all items is the most advantageous to the Government considering price and other factors, if any, specified in the schedule.

( ) EVALUATION OF OFFERS FOR MULTIPLE AWARDS
In addition to other factors, offers will be evaluated on the basis of advantages or disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating proposals, that $500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation and individual awards will be for the items or combinations of items which result in the lowest aggregate cost to the Government, including the assumed administrative costs.