SOLICITATION, OFFER, AND AWARD

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

RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N0018926RD016	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	05 Jun 2026	

7. ISSUED BY CODE N00189

NAVSUP FLT LOG CTR NORFOLK
ATTENTION CODE 301, 1968 GILBERT STREET SUITE 600
NORFOLK, VA 23511-3392
UNITED STATES
SAMUEL MCCUNE, Email: samuel.a.mccune3.civ@us.navy.mil Telephone: 757-717-2572

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

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 03:00 PM *(Hour)* local time 07 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	
	SAMUEL MCCUNE	757	717-2572		samuel.a.mccune3.civ@us.navy.

11. TABLE OF CONTENTS

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OFFER *(Must be fully completed by offeror)*

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

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

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

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

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			☐ 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

The Naval Litigation Office (NLO) requirement for litigation services in support of the Government's defense of Iranian FMS claims against the United States Government

NOTICE TO OFFERORS

1. This acquisition will be conducted using a two-step process.

Step One: State Department Fiber Optic Cable Connection Plan ("Step-One Plan"); and

Step Two: Proposal Submission and Evaluation.

Following Step One, and in advance of the Step Two proposal submission deadline, interested sources will be notified whether they have been determined to be Viable Competitors based on the assessment of the Step-One Plans. Those interested sources determined to be Viable Competitors will be encouraged to submit a proposal in accordance with the Step Two instructions below.

2. Interested sources shall submit their Step-One Plan no later than 3:00 PM EST 12 June 2026. Step-One Plans shall be submitted via email to samuel.a.mccune3.civ@us.navy.mil. Those interested sources determined to be Viable Competitors following Step One shall deliver a Step-Two proposal by the date and time specified on the cover page of this document, unless revised by written amendment. Proposals shall be emailed to samuel.a.mccune3.civ@us.navy.mil. The deadline for receipt of Step-Two proposals is 3:00 PM EST on 07 July 2026.

Please see below for more information regarding this submission and evaluation process under title "TWO-STEP PROCESS."

3. The Point of Contact for this RFP is as follows:

Samuel McCune
samuel.a.mccune3.civ@us.navy.mil

4. All prospective offerors are requested to submit any questions by 3:00 PM EST 19 June 2026 in writing via email to samuel.a.mccune3.civ@us.navy.mil. Questions received in any other form will not be answered. Questions received will be answered via amendment to the solicitation.

5. It is the policy of the Department of War to the maximum extent practicable, to maximize the number of Small Business (SB) concerns participating in defense prime and subcontracts. Offerors should take the necessary steps to maximize SB subcontracts. It is requested that prime contractor's subcontracting plans reflect as a minimum SB goal of 5%.

6. The services of this requirement are currently being provided under contract N0018921CZ105. It is noted that requirements from N0018921CZ105's PWS have been reduced for this requirement.

The acceptance period of offers submitted in response to this RFP is 120 days from the closing date of the RFP. On the cover page of the RFP, block 12 is hereby deleted.

TWO-STEP PROCESS

1. OVERVIEW OF SUBMISSION AND EVALUATION PROCESS

As discussed above, the Government will utilize a two-step process for this solicitation.

Step One - State Department Fiber Optic Cable Connection Plan ("Step-One Plan"): Interested sources shall submit a "Step-One Plan" addressing the mandatory requirement in Performance Work Statement (PWS) Section 3.1.1. The Government will evaluate this on an "Acceptable/Unacceptable" basis to determine which interested sources are Viable Competitors. Additionally, as part of the Step-One submission, interested sources shall provide, as part of their Step-One submission, verification that they possess an active Facility Clearance (FCL) at the Top-Secret level.

Step Two: Those interested sources deemed to be Viable Competitors (i.e., those who have submitted an Acceptable Step-One Plan) will be invited to submit full Step Two proposals in accordance with the instructions and Best-Value Tradeoff evaluation criteria detailed in Sections L and M.

2. STEP ONE REQUIREMENT: STATE DEPARTMENT FIBER OPTIC CABLE CONNECTION PLAN & TOP-SECRET FACILITY CLEARANCE (FCL)

In accordance with PWS 3.1.1, the contractor must have a State Department fiber optics cable connection in place and operational at their proposed facility (or facilities) by the performance start date. Specifically, PWS 3.1.1 provides the following:

"Maintain connectivity to all required Government information systems and databases, consistent with the needs of the Navy OGC and the State Department. This includes working with appropriate points of contact to ensure the operability of a fiber optics cable connection to a secure computer system at the Department of State. The contractor shall have the State Department fiber optics cable connection in place and operational at their proposed facility (or facilities) by the performance start date. The contractor shall be responsible for setting up individual employee user accounts for the various Government information systems that the employees will be required to access. The contractor will also ensure that all employees are eligible to obtain DoD Navy Common Access Cards (CAC), which is a prerequisite for gaining access to many of the Government information systems."

3. STEP ONE SUBMISSION INSTRUCTIONS

For Step One, interested sources shall submit only their State Department Fiber Optic Cable Connection Plan ("Step-One Plan"). This plan shall provide verifiable evidence that the interested source will meet the requirements of PWS Section 3.1.1.

The plan must include, at a minimum:

Proposed Solution: A clear description of how the interested source will meet the PWS Section 3.1.1 requirements, including the day-one operational requirement, specifically identifying the proposed facility (or facilities) where the connection will be operational.

Verifiable Evidence: Documentation validating that the State Department fiber optics cable connection will be in place and operational at the proposed facility (or facilities) by the performance start date.

The burden of proof rests with the interested source to affirmatively demonstrate their ability to meet this day-one requirement. A mere statement of compliance, or a plan that relies on the Government to initiate a new post-award installation, will not be considered verifiable evidence.

Additionally, interested sources shall provide, as part of their Step-One submission, verification that they possess an active Facility Clearance (FCL) at the Top-Secret level. The verification shall be provided via the Defense Counterintelligence and Security Agency's (DCSA) National Industrial Security System (NISS) and obtained no earlier than 30 days prior to the issuance of the solicitation. The verification shall include the following: Cage Code, Facility Name, Physical Location, Facility Clearance Status/Level, Status Date/Issue Date, Safeguarding Level, Authorized Access to FCL Limitation, Facility Security Officer, Facility Security

Officer Phone Number, DCSA Field Office, and DSCA Officer Phone Number. An interested source that does not have a Top-Secret FCL at the time of Step-One submission will be determined to be a Non-Viable Competitor and will not have their Step-One Plan further assessed.

Step-One Plan Deadline: The “Step-One Plan” shall be submitted no later than 3:00 PM EST 12 June 2026. Interested sources shall submit their Step-One Plan via email to samuel.a.mccune3.civ@us.navy.mil.

Step-One Plan Page Limitation: The Step-One Plan is not page limited.

4. STEP-ONE PLAN ASSESSMENT CRITERIA

The Government will assess the Step-One Plans on an Acceptable/Unacceptable basis to determine which sources are Viable Competitors. The evaluation will focus strictly on the interested source’s Step-One Plan, demonstrating their ability to meet the requirement stated in PWS 3.1.1.

Acceptable: The Step-One Plan affirmatively demonstrates, through a clear proposed solution and verifiable supporting documentation, that the interested source will have the State Department fiber optics cable connection in place and operational at the proposed facility (or facilities) by the performance start date.

Unacceptable: The Step-One Plan fails to affirmatively demonstrate that the interested source will have the State Department fiber optics cable connection in place and operational at the proposed facility (or facilities) by the performance start date. This includes, but is not limited to, plans that lack a clear proposed solution, lack verifiable supporting documentation, consist of a mere statement of compliance, or rely on the Government to initiate a new post-award installation process.

5. NOTIFICATION AND ADVANCEMENT TO STEP TWO

Upon completion of the Step-One Plan assessments, the Contracting Officer will formally notify all interested sources if they have been determined to be Viable Competitors. Those interested sources determined to be Viable Competitors will be encouraged to submit a proposal in accordance with the Step Two instructions below.

6. STEP TWO – PROPOSAL SUBMISSIONS AND EVALUATION

Interested sources determined to be Viable Competitors should refer to Sections L and M for Step Two proposal submission instructions and evaluation criteria.

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

The Government intends to unilaterally deobilgate any unliquidated obligations 90 days after each period of performance. Prior to doing so, the Contracting Officer (or Administrative Contracting Officer) will notify the contractor of the intended amount of deobligation and ask the contractor to confirm within one week that all invoices for the completed period of performance have been submitted and processed for payment (with the exception of any invoice for rate adjustment upon receipt of DCAA approved final rates for any cost-type CLINs or SLINs). Upon confirmation that all invoices have been submitted and processed for payment, or upon the contractor's failure to respond to the PCO/ACOs notification of intent to deobligate, the Contracting Officer or Administrative Contracting Officer will unilaterally deobligate the potential ULOs by reducing the funded amount to an amount equal to the contractors invoiced/paid amount for that contract period of performance.

Note: Reduction of cost-reimbursement CLINs or SLINs in accordance with the above DOES NOT change either party's obligations under a Final Invoice submitted upon DCMA establishing final rates for each CLIN and or SLIN.

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Litigation Support Services - Base Iran Litigation Services in support of the Office of the General Counsel (OGC) in accordance with the PWS in Section C for the PoP of 01 October 2026 through 30 September 2027. Pricing Arrangement: Firm Fixed Price	12	Months		
0002	Travel - in support of CLIN 0001, NTE $40,000.00 Pricing Arrangement: Cost No Fee	1	Lot		
0003	Material in support of CLIN 0001. Pricing Arrangement: Cost No Fee	1	Lot		
0004	Storage in support of CLIN 0001 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1001	Litigation Support Services - OY II Iran Litigation Services in support of the Office of the General Counsel (OGC) in accordance with the PWS in Section C for the PoP of 01 October 2027 through 30 September 2028. Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1002	Travel OY I - in support of CLIN 1001, NTE $41,200.00 Pricing Arrangement: Cost No Fee	1	Lot		

Option Line Item 1003	Material in support of CLIN 1001. Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 1004	Storage in support of CLIN 1001 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2001	Litigation Support Services - OY II Iran Litigation Services in support of the Office of the General Counsel (OGC) in accordance with the PWS in Section C for the PoP of 01 October 2028 through 30 September 2029. Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2002	Travel OY II - in support of CLIN 2001, NTE $42,436.00 Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 2003	Material in support of CLIN 2001. Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 2004	Storage in support of CLIN 2001 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3001	Litigation Support Services - OY II Iran Litigation Services in support of the Office of the General Counsel (OGC) in accordance with the PWS in Section C for the PoP of 01 October 2029 through 30 September 2030. Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3002	Travel OY III - in support of CLIN 3001, NTE $43,709.08 Pricing Arrangement: Cost No Fee	1	Lot		

Option Line Item 3003	Material in support of CLIN 3001. Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 3004	Storage in support of CLIN 3001 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4001	Litigation Support Services - OY IV Iran Litigation Services in support of the Office of the General Counsel (OGC) in accordance with the PWS in Section C for the PoP of 01 October 2030 through 30 September 2031. Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4002	Travel OY IV - in support of CLIN 4001, NTE $45,020.35 Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 4003	Material in support of CLIN 4001. Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 4004	Storage in support of CLIN 4001 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 5001	Litigation Support Services - FAR 52.217-8 Iran Litigation Services in support of the Office of the General Counsel (OGC) in accordance with the PWS in Section C for the PoP of 01 October 2031 through 31 March 2032. Pricing Arrangement: Firm Fixed Price	6	Months		
Option Line Item 5002	Travel FAR 52.217-8 - in support of CLIN 5001, NTE $23,185.48 Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 5003	Material (FAR 52.217-8) - in support of CLIN 5001.	1	Lot		

	Pricing Arrangement: Cost No Fee				
Option Line Item 5004	Storage FAR 52.217-8 - in support of CLIN 5001 Pricing Arrangement: Firm Fixed Price	6	Months		

Section C - Description/Specifications/Statement of Work

Navy Use of AbilityOne Support Contractor--Release of Offeror Information (Mar18)

NAVSUP FLC Norfolk, Philadelphia may utilize contractor support through the AbilityOne Program, as needed, to perform contract closeout functions for this acquisition. Information, including business sensitive/confidential or proprietary data, that the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the AbilityOne Program support contractor personnel during the course of its contract performance. The information that may be made available to the support contractor may include, for example, pricing and technical proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data/information.

By submission of a proposal in response to this solicitation, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government's AbilityOne Program support contractor personnel in order to perform close out services. Prior to the release of any such information to the support contractor, the support contractor will have in place with the Government a Non-Disclosure/Non-Use Agreement in accordance with the terms of the AbilityOne Program support contract.

Offerors may execute their own Non-Disclosure Agreement with the AbilityOne Program (AbilityOne contact information available from the contracting point of contact). The support contractor must provide copies of the executed agreements to the Contracting Officer and the Contracting Officer's Representative (COR) for the support contract; and the offeror/contractor for this acquisition must provide copies of the executed Agreement to the Contracting Officer for this acquisition. If the offeror/contractor seeks such a Non-Disclosure Agreement with the AbilityOne Program support contractor, the Agreement must be executed no later than the date of final delivery under the resulting NAVSUP FLC Norfolk, Philadelphia contract.

ALLOWABILITY OF MATERIAL AND GENERAL BUSINESS EXPENSES (SEP 2015)

As used herein, the term "material" includes supplies, equipment, hardware, automatic data processing equipment, and software. This is a services contract, and the procurement of material of any kind, other than that incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without the prior written approval of the Contracting Officer.

REIMBURSEMENT OF TRAVEL COST (SEP 2015)

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations
Immunization
Passports, visas, etc.
Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

Requirements

N6891020260089 - N68910 OGC, Iran Lit Follow On, FAR 15

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: Matt Forsythe

ADDRESS: 700 Robbins Avenue, Bldg. 2B, Philadelphia PA, 19111.

TELEPHONE: (717) 229-3034

Section D - Packaging and Marking

PREPARATION FOR DELIVERY-DATA:

PREPARATION FOR DELIVERY (DATA ITEMS)

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with the National Industrial Security Program Operating Manual (DD 5220.22-M).
(End of Provision)

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
0002	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
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0004	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA

	OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 1002	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 1003	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 1004	Inspection and Acceptance Location Both Destination

	Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 2002	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 2003	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035

Option Line Item 2004	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 3002	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 3003	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative

	Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 3004	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 4002	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 4003	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165

	WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 4004	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 5001	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 5002	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 5003	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910

	CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 5004	Inspection and Acceptance Location Both Destination Instructions: Both Inspection and Acceptance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035

Section F - Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 01 Oct 2026 To 30 Sep 2027	12 Months	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
0002	Period of Performance From 01 Oct 2026 To 30 Sep 2027	1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
0003	Period of Performance From 01 Oct 2026 To 30 Sep 2027	1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
		12 Months	Place of Performance DoDAAC: N68910 CountryCode: USA

0004	Period of Performance From 01 Oct 2026 To 30 Sep 2027		OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 1001	Period of Performance From 01 Oct 2027 To 30 Sep 2028	12 Months	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 1002	Period of Performance From 01 Oct 2027 To 30 Sep 2028	1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 1003	Period of Performance From 01 Oct 2027	1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035

	To 30 Sep 2028		
Option Line Item 1004	Period of Performance From 01 Oct 2027 To 30 Sep 2028	12 Months	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 2001	Period of Performance From 01 Oct 2028 To 30 Sep 2029	12 Months	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 2002	Period of Performance From 01 Oct 2028 To 30 Sep 2029	1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
		1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES

Option Line Item 2003	Period of Performance From 01 Oct 2028 To 30 Sep 2029		Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 2004	Period of Performance From 01 Oct 2028 To 30 Sep 2029	12 Months	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 3001	Period of Performance From 01 Oct 2029 To 30 Sep 2030	12 Months	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 3002	Period of Performance From 01 Oct 2029 To 30 Sep 2030	1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035

Option Line Item 3003	Period of Performance From 01 Oct 2029 To 30 Sep 2030	1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 3004	Period of Performance From 01 Oct 2029 To 30 Sep 2030	12 Months	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 4001	Period of Performance From 01 Oct 2030 To 30 Sep 2031	12 Months	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 4002		1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035

	Period of Performance From 01 Oct 2030 To 30 Sep 2031		
Option Line Item 4003	Period of Performance From 01 Oct 2030 To 30 Sep 2031	1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 4004	Period of Performance From 01 Oct 2030 To 30 Sep 2031	12 Months	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 5001	Period of Performance From 01 Oct 2031 To 31 Mar 2032	6 Months	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
		1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE

Option Line Item 5002	Period of Performance From 01 Oct 2031 To 31 Mar 2032		720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 5003	Period of Performance From 01 Oct 2031 To 31 Mar 2032	1 Lot	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035
Option Line Item 5004	Period of Performance From 01 Oct 2031 To 31 Mar 2032	6 Months	Place of Performance DoDAAC: N68910 CountryCode: USA OGC NAVY LITIGATION OFFICE 720 KENNON STREET, WASHINGTON NAVY YARD DC 20374-5165 WASHINGTON NAVY YARD, DC 20374-5165 UNITED STATES Gregory Schultz, Contracting Officer Representative Email: gregory.a.schultz26.civ@us.navy.mil Telephone: 202-685-7035

Section G - Contract Administration Data

COMMUNICATIONS DURING THE LIFE OF THE CONTRACT (SEP 2015)

(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 communicates 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 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 to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

Contracting Officer: Matthew Forsythe
Phone Number: (717) 229-3034
Email Address: matthew.r.forsythe.civ@us.navy.mil

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

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.

___

(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.

___

(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	___
Issue By DoDAAC	___
Admin DoDAAC	___
Inspect By DoDAAC	___
Ship To Code	___
Ship From Code	___

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

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

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

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

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

(g) *WAWF point of contact.*

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

____

(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

Section I - Contract Clauses

Note on Funding:

Pursuant to FAR clause 52.232-18, funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	Jun 2020	Alternate I	Nov 2021
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
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		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.219-9	Small Business Subcontracting Plan. (Deviation)	Feb 2026		
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.224-1	Privacy Act Notification.	Apr 1984		
52.224-2	Privacy Act.	Apr 1984		
52.224-3	Privacy Training.	Jan 2017		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-18	Availability of Funds.	Apr 1984		
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		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-92	Security Requirements. (Deviation 2026-O0038)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026		
52.242-5	Payments to Small Business Subcontractors.	Jan 2017		
52.242-13	Bankruptcy.	Jul 1995		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026		
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	Jan 2023		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7023	Reporting Requirements for Contracted Services.	Jul 2021		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	Feb 2026	Deviation 2026-O0025	Feb 2026
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	Feb 2026	Deviation 2026-O0015	Jan 2026
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.217-8 Option to Extend Services. (Nov 1999)

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time before the contract expires.

(End of clause)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor at any time before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Feb 2026)

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. (May 2014)

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Paralegal Assistant I	GS-05
Paralegal Assistant II	GS-07
Paralegal Assistant IIII	GS-09
Paralegal Assistant IV	GS-11

(End of clause)

52.222-49 Service Contract Labor Standards-Place of Performance Unknown. (Deviation 2026-O0038) (Feb 2026)

Service Contract Labor Standards-Place of Performance Unknown (Feb 2026) (Deviation 2026-O0038)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: None. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the interested vendors. However, interested vendors are encouraged to download applicable WD in accordance with the guidance included in this solicitation.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination must be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.245-2 Government Property Installation Operation Services. (Apr 2012)

GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

is detailed within the attached GFP list. _____

(End of clause)

52.248-1 Value Engineering. (Deviation 2026-O0038) (Feb 2026)

VALUE ENGINEERING (FEB 2026) (DEVIATION 2026-O0038)

(a) *General*. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) of this clause.

(b) *Definitions*.

Acquisition savings, as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include-

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

Collateral costs means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contracting office includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Future unit cost reduction, as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either-

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

Instant contract, as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

Instant unit cost reduction means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

Negative instant contract savings means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

Net acquisition savings means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

Sharing base, as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

Unit, as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics;*provided*, that it does not involve a change-

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) *VECP preparation*. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (8) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission*. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates*. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon-

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) of this clause (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

Contractor's Share of Net Acquisition Savings (Figure in Percent)				
	Sharing arrangement			
Contract Type	**Incentive (Voluntary)**		**Program Requirement (Mandatory)**	
	Instant Contract Rate	**Concurrent and Future Contract Rate**	**Instant Contract Rate**	**Concurrent and Future Contract Rate**
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	*50	*50	25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	*50	(**)	25
Cost-reimbursement (includes cost-plus-award-	***25	***25	15	15

fee; excludes other cost-type incentive contracts)				

* The Contracting Office may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

*** The Contracting Office may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see paragraph (i)(4) of this clause). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment*. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall-

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts-add to contract price.

(ii) Cost-reimbursement contracts-add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with paragraph (h)(5) of this clause. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by-

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by-

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see paragraph (h)(3) of this clause) and shall not be subject to subsequent adjustment.

(5) *Alternate no-cost settlement method*. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) *Relationship to other incentives*. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, *provided*, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(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):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(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 (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)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

204-9400(05-24) SUPTXT204-9400(05-24) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (Jan 2024)

(a) Insert the following, as applicable, in full text in all solicitations and contracts (including commercial acquisitions) Statement of Work (SOW) or Performance Work Statement (PWS) under the Schedule of Supplies/Services.

To submit recommended contract language to be incorporated into the Naval Supply Systems Command (NAVSUP) Contracts Handbook (CH) as NAVSUP component text, the language must not meet the requirements for a regulation clarification or change. All submissions (utilizing the text template on Contracting Knowledge Site (CKS)) should be reviewed and approved by the activity's Chief of the Contracting Office (CCO) prior to submission.

(1) SUPTXT204-9400 (05-24) Prescription and Alternative Language

The following shall be inserted in full text in all solicitations and contracts (including commercial acquisitions) which require contractor unclassified access to federally controlled facilities, sensitive information, Information Technology (IT) systems or protected health information. For commercial acquisitions, this text shall be incorporated into either the SOW or PWS.

* Consult with your CSM and ISSM/IAM for local policy when Authorized User (non-sensitive) access is required for non-U.S. citizens outside the U. S.

** Alternative language which may be included as appropriate:

Contractor and all Contractor employees with access to or responsibility for XXXXXX of this contract shall comply with DoD Directive 8500.1E IA, DoDI 8510.01 Risk Management Framework (RMF) for DoD IT, DoD Directive 5400.11 DoD Privacy Program, DoD 5200.2-R Personnel Security Program and HSPD 12

X.1 Be CAC ready at the properly designated IT System Level

X.2 At minimum, all contractor employees must possess/maintain the required background investigation as determined by the PDT and/or IT access user level. This requirement is critical in order to access the government data base systems It is the contractor's responsibility to ensure that 100% of the contractor employees have the ability to acquire a favorably adjudicated background investigation. In addition, interim approval of clearances is not authorized.

X.3 Be citizens of the U.S

X.4 If at any time, any contractor employee requiring a Common Access Card (CAC) is unable to possess/maintain the required adjudicated background investigation, the contractor shall immediately notify the NAVSUP COR to coordinate removal of such a person from work under this contract.

X.5 Contractor employees with access to or responsibility for nonpublic government data under this contract must comply with HSPD-12 Personal Identity Verification (PIV) issuance requirements, known as the CAC.

(1) SUPTXT204-9400(4-22) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION

The security text does not apply in cases where the contractor/vendor does not have access to Navy Marine Corps Intranet (NMCI) computers, is not issued a Common Access Card (CAC) and is involved in training or other short term duties of less than 30 days duration that allow for the use of a visitor request. In these cases, the government employee must submit a Visitor Access Request (VAR) to the main gate or applicable processing entity for your facility and assume responsibility to escort those without CAC Credentials.

This local text does not apply to non-United States (U.S.) Nationals (foreign nationals) who are contactor employees performing work overseas. This

text is applicable to the U.S. Nationals living in the U.S. or overseas who are performing work on a Navy contract.

The investigation of a non-U.S. national at a foreign location must be consistent with a National Agency Check with Written Inquiries (NACI), to the extent possible and include a fingerprint check against the Federal Bureau of Investigation (FBI) criminal history database, an FBI investigations file (name check) search and a name check against the terrorist screening database. Also, the above cited reference notes that Foreign Nationals may not be granted CAC credentials until completion of their investigation and not in the interim.

Per Department of Defense Memorandum (DoDM) 5200.2, Department of Defense (DoD) components must initiate and ensure completion of a background investigation before applying the credentialing standards to a non-U.S. national at a foreign location. The background investigation must be favorably adjudicated before a CAC can be issued to a non-U.S. national at a foreign location. The type of background investigation may vary based on standing reciprocity treaties concerning identity assurance and information exchanges that exist between the U.S. and its allies or agency agreements with the host country.

CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, IT SYSTEMS OR PROTECTED HEALTH INFORMATION

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

APPLICABILITY

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

Each contractor employee providing services at a Navy command under this contract is required to obtain a DoD CAC. Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

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

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager (CSM) upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

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

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

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

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

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

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

OPERATION SECURITY (OPSEC)

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

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

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

START-UP PERIOD

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

Definition of "productive":

a. OF-306 signed by contractor employee

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

c. Completed Electronic Investigation (e-QIP)

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

e. Common Access Card (CAC)

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

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

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

ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEM

In accordance with DON CIO Memorandum (IT LEVEL DESIGNATION ON DD FORM 2875 SYSTEM AUTHORIZATION ACCESS REQUEST) 08 September 2020, contractor employees who require access to Department of the Navy (DoN) or DoD networks are categorized as Privileged, Enhanced, or Authorized users. All user level accesses may include positions which require access to Controlled Unclassified Information (CUI). CUI includes sensitive information protected under the Privacy Act, to include Protected Health Information (PHI). IT System levels are determined by the requiring activity's Command Information System Security Manager (ISSM)/Information Assurance Manager (IAM).

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

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

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

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

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

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the

contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION

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

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

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

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

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

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the contractor's security representative. Within three (3) work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the contractor's security representative. The contractor's security representative shall be the primary point of contact on any security matter. The contractor's security representative shall not be replaced or removed without prior notice to the Contracting Officer and CSM.

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

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

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

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

Original Signed Release Statements

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than ten (10) five (5) years) throughout the contract performance period. The Contractor's Security Representative shall contact the CSM for guidance when reinvestigations are required.

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

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

For classified contracts, if the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Access Request (VAR) via the Defense Information Security System (DISS). If the contractor employee does not have a current favorably adjudicated

investigation, the contractor shall submit the Visit Access Request in DISS until the contractor employee has at a minimum an interim clearance. If the contract only requires access to unclassified information, even if the contractor takes a DISS "owning" role over the contractor employee, the Navy Command will also take a DISS "owning" role over the contractor employee during the hiring process and for the duration of assignment under that contract. If the contract requires access to classified information, the contractor's Facility Security Office (FSO) will take a DISS "ownership" role and the Navy command will take a DISS "servicing" role during the hiring process and the duration of assignment under that contract. All VARs requires annual renewal for the duration of the employee's performance under the contract.

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

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

Must be either a U.S. citizen or a U.S. permanent resident with a minimum of 3 years of legal residency in the U.S. (as required by the Deputy Secretary of Defense DTM 08-006 or its subsequent DoD Instruction (INST)) and
Must have a favorably completed NACI or T1 investigation or equivalent including a FBI fingerprint check prior to installation access.
To be considered for a favorable trustworthiness determination, the CSR must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions
Two FD-258 Applicant Fingerprint Cards (or the preferred method - electronic fingerprint submission)
Original Signed Release Statements
The contractor shall ensure each individual employee has a current favorably completed NACI or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

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

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

SUPTXT242-9405 EXPEDITING CONTRACT CLOSEOUT

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

Section J - List of Attachments

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	PWS	Performance Work Statement		20 May 2026
02	CAP			20 May 2026
03	QASP			20 May 2026
04	GFP List			20 May 2026

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
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7031	Secondary Arab Boycott of Israel .	Jun 2005		
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.	Dec 2022		
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	Mar 2024	Deviation 2024-O0006	Mar 2024
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024

FAR Clauses Incorporated by Full Text

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)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.204-7998 Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043) (Feb 2026) Alternate A (Feb 2026)
Deviation 2026-O0043 (Feb 2026)

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

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

☐ (i) Paragraph (g) applies.

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

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

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

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

☐(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐(ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

☐(iii) 252.225-7020, Trade Agreements Certificate.

☐Use with Alternate I.

☐(iv) 252.225-7031, Secondary Arab Boycott of Israel.

☐(v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

☐Use with Alternate I.

☐Use with Alternate II.

☐Use with Alternate III.

☐Use with Alternate IV.

☐Use with Alternate V.

☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

☐ (vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov* After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification (s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
___	___	___	___
___	___	___	___
___	___	___	___
___	___	___	___
___	___	___	___

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

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

* THIS ACQUISITION WILL BE CONDUCTED USING A TWO-STEP PROCESS. THIS SECTION APPLIES ONLY TO STEP TWO PROPOSAL SUBMISSIONS. PLEASE SEE SECTION A FOR INFORMATION REGARDING THE STEP ONE SUBMISSION AND ASSESSMENT PROCESS. *

STEP TWO SUBMISSION OF PROPOSALS

I. GENERAL

Viable Competitors will be encouraged to participate in Step Two by submitting a full proposal in accordance with these submission instructions.

The offeror's proposal shall be in the form prescribed by, and shall contain a response to each of the areas identified in this solicitation section. The following instructions are provided in addition to instructions to offerors contained elsewhere in this solicitation. Initial proposals and any modifications thereto are to be submitted to the Contracting Officer on or before the closing date and time cited elsewhere in the solicitation.

Offerors shall submit their proposals in two separate volumes as follows:

Volume I Non-price Proposal
Volume II Price Proposal

In addition, offers consist of and shall include the following items as part of Volume II:

Solicitation cover sheet with appropriate blocks completed by the offeror

Solicitation pricing pages completed by the offeror

Acknowledgement of solicitation amendments pursuant to FAR 52.215-1 (if not previously acknowledged).

Representations and Certifications completed by the offeror in accordance with instructions contained elsewhere in this solicitation. If the offeror has completed all of the representations and certifications required by this solicitation in SAM (www.sam.gov), then the offeror need not submit the hardcopy Representations and Certifications.

The offeror's Small Business Subcontracting Plan (this Plan not required for Small Business offerors).

The completion and submission of the above items will constitute an offer (proposal). Alternate proposals are not authorized. An objection to any of the terms and conditions of the solicitation will constitute a deficiency (see FAR 15.001) which will make the offer ineligible for award.

Volume I Non-price Proposal

This volume shall address Performance Approach, Past Performance, and Socio-Economic Plan and include all information required for proposal evaluation. This volume of the proposal shall exclude any pricing/cost information, except for the information required to be provided under the Socio-Economic Plan factor, that would reveal the total costing/pricing detailed in Volume II of the proposal.

Each page of each copy should include the following legend:

Source Selection Information - See FAR 2.101 and 3.104

Volume II Price Proposal

This volume shall include the completed solicitation documents. Each page of each copy should include the following legend:

Source Selection Information - See FAR 2.101 and 3.104

IMPORTANT NOTES:

(1) Offerors shall respond to all requirements of the solicitation document. Offerors are cautioned not to alter the solicitation.

(2) In the event any person who is not a bona fide employee of the offeror participated in the creation, formulation, or writing of any portion of the proposal, a certificate to this effect shall be included in the proposal which shall be signed by an officer of the offeror. Such certificate shall identify the name of the person who is not a bona fide employee, that person's employment capacity, the name of the person's firm, the relationship of that firm to the offeror, and the portion of the proposal in which the person participated.

II. REQUIREMENTS FOR PROPOSAL CONTENT

(1) Any offeror who will be submitting CLASSIFIED data in its Non-price proposal shall first notify the Contracting Officer by contacting the point of contact in the solicitation.

(2) Introduction and Purpose - This section specifies the format that offerors should use in proposals submitted in response to this solicitation. The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the

format of the proposals for evaluation purposes.

(3) Each volume should contain the following items in addition to the other information required by this solicitation:

Cover:

Title of the proposal
Volume Number (I or II)
Solicitation number
Name and address of offeror
Contractor POC with email address and phone number
CAGE Code & Unique Entity ID
Identification of original signature copies

Table of Contents:

The table of contents should provide detail sufficient to allow the important elements to be easily located.

(4) Requirements for Style: Each offeror shall submit a proposal that clearly and concisely sets forth the contractor's response to the requirements of the solicitation. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired. The proposal shall contain all the pertinent information in sufficient detail in the one area of the proposal where it contributes most critically to the discussion. When necessary, the offeror shall refer to the initial discussion and identify its location within its proposal.

(5) Page Limitations

Volume I, "Non-price Proposal," is limited to a maximum of fifteen (15) pages in length inclusive of any charts, diagrams, and/or other graphics. Each "page" is defined as one sheet, 8 1/2 " x 11", with at least one inch margins on all sides, using a font with a point size of 12 or greater (e.g., "Times New Roman" style with 12 point font). Lines shall, at a minimum, be single-spaced. Pages shall be consecutively numbered. Multiple pages, double pages, two-sided pages, or foldouts will count as an equivalent number of 8 1/2" x 11" pages. The cover sheet and table of contents will not count toward the page limit. The one exception to the font size requirement shown above is that the "past performance information forms" may be completed with a point size of 10 or greater. Pages submitted in excess of the page limitations described above will not be evaluated. The pages not evaluated shall be at the discretion of the agency.

Volume II, "Price Proposal," is not page limited. However, the price proposal is to be strictly limited to price information (and the completed solicitation document).

(1) Volume I - Non Price Proposal

The non-price evaluation factors are listed below.

Performance Approach
Past Performance
Socio-Economic Plan

Performance Approach is the most important factor, followed by Past Performance, followed by Socio-Economic Plan. Performance Approach and Past Performance are both significantly more important than Socio-Economic Plan.

(a) Performance Approach

The offeror shall provide in detail a performance approach that will successfully accomplish the requirements of the solicitation, including the PWS. To accomplish this, offerors shall specifically address the following significant PWS functional areas with a forward-looking approach, and structure their proposal submissions in accordance with the order and format specified below:

With respect to PWS Sections 3.1 and 3.1.2:

Describe your approach to assisting the Navy OGC in coordinating Iranian Foreign Military Sales (FMS) claims defense actions along with Navy International Program Office (Navy IPO), Navy Systems Commands (SYSCOM), Naval Supply Systems Command, Weapon Systems Support (NAVSUP WSS), Department of State (DoS), and other organizations. Additionally, describe your approach to utilizing the systems, databases, historical accounting systems and practices, and 1970's and 1980's Navy, DoD, and FMS regulations and manuals listed in paragraph 3.1 to conduct FMS case reconciliation and provide management information and research reports to Navy OGC.

With respect to PWS Sections 3.2 through 3.9:

Describe your approach to researching, reconciling, and providing evidence for the various Navy FMS cases and weapon systems. The proposal shall provide details on the offeror's approach to conducting the research, ensuring reconciliation actions are properly completed, and ensuring that the required evidence is verified and uploaded to the State Department system before final analyst reports are submitted to Navy and State Department personnel.

With respect to PWS Section 3.10:

Describe your approach to reviewing Section III: Factual Issues of Iran's Counterclaim Brief (DOC 3576), dated 11.29/2023. Also describe your approach to scrutinize the 354 paragraphs (paragraphs 93 through 446) and determine whether the statement of facts submitted by Iran are supported

by the evidence it submitted or cited.

With respect to PWS Section 3.11:

Describe your approach to receiving, storing, inventorying, cataloguing, identifying, and retrieving Iranian evidentiary records. Also, describe your approach to searching for, receiving, and storing hard copy and electronic records pertaining to Iran's FMS program with the Navy. Describe your approach to ensuring that the hard copy records will continue to be stored at the current leased space warehouse and the electronic records will continue to be stored by the DataBank Corporation.

With respect to PWS Sections 3.12 through 3.19:

Describe your approach to executing the miscellaneous litigation support and research tasks required to validate shipments, gather evidence, and investigate the disposition and pricing of Iranian assets. Describe your approach to utilizing required information systems - including MISIL, STARS, DIFS, CERPS, IDMAS, GIP, Navy IRIS, and Haystack Gold - to account for diverted material, resolve Report of Discrepancy (ROD) transactions, and report on historical marketing efforts affecting the Iranian Trust Fund. Additionally, describe your approach to performing quality assurance reviews prior to data entry and managing resources to support both scheduled and unscheduled filings and hearings with the Iran-US Claims Tribunal at The Hague.

(b) Past Performance

The offeror shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under contracts or efforts within the past five years that is the same as, or similar to the scope, and magnitude of the work described by this solicitation.

To demonstrate its past performance, the offeror shall identify up to three (3) of its most relevant contracts or efforts within the past five (5) years, and provide any other information the offeror considers relevant to the requirements of the solicitation. Offerors should provide a detailed explanation demonstrating the relevance of the contracts or efforts to the requirements of the solicitation. The offeror should also provide information on any problems encountered on the identified contracts or efforts and the offeror's corrective actions.

If subcontractor past performance is provided as part of the three (3) of its most relevant contracts or efforts, the subcontractor past performance will be given weight relative to the scope, and magnitude, of the aspects of the work under the solicitation that the subcontractor is proposed to perform. Therefore, the proposal should detail clearly the aspects of the work in the solicitation that the subcontractor is proposed to perform. It is the offeror's responsibility to adequately explain the relevance of a reference provided for a subcontractor's past performance to the effort that the subcontractor is proposed to perform under the solicitation.

In order to receive credit for the past performance of an affiliate, the proposal must clearly demonstrate that the affiliate will be meaningfully involved in performance of the solicited contract. That is, the resources of the affiliate, (e.g., workforce, management, facilities, or other resources that demonstrably contributed to the affiliate's performance on the submitted project(s)) will be provided or relied upon by the offeror for contract performance on the solicited requirement to an extent that warrants attribution of the affiliate's past performance to the offeror. While there may be multiple ways to demonstrate meaningful involvement, generally reach back capability to the affiliate's or common parent's resources alone does not establish meaningful involvement. The Government will not consider an affiliate's record where it determines that record does not bear on the likelihood of successful performance by the offeror. The offeror should also describe the relationship between the offeror and the affiliate. If the offeror purchased or merged with the affiliate, the offeror should state the date of purchase/merger and whether the affiliate's personnel and resources were retained by the offeror after the purchase/merger. The Government will assess the narrative to determine whether, and to what degree, to attribute the affiliate's past performance to the offeror. If the proposal lacks sufficient detail to establish meaningful involvement by the affiliate, the Government, at its discretion, may decline to consider the past performance of the affiliate in the evaluation.

Contract references for IDIQ contract vehicles shall provide the basic contract number and task order number. Such references that do not provide this information will not be reviewed or considered. For example, an IDIQ contract number, GSA Schedule contract, or BPA number will not be considered since performance occurs at the task order level. A singular task order number under one IDIQ contract equates to one effort.

The offeror shall complete a "Past Performance Information Form" - which is included as a separate attachment to the solicitation - for each reference submitted. The forms will count toward the Volume I page limit described above. For additional information regarding a particular reference beyond that which will fit on the form, the offeror may continue onto another sheet of paper. Such continuation sheet(s) for submitted references will count toward the Volume I page limit.

(c) Socio-Economic Plan

The offeror shall address the extent of participation of small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, and HUBZone small businesses in performance of any resultant contract. The solicitation, however, does not require participation by such entities. The offeror shall provide targets, expressed as percentages of total contract value, for small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, and HUBZone small businesses in any of the North American Industry Classification System (NAICS) Major Groups as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor. Targets will be incorporated into and become part of any resultant contract.

If the offeror fails to provide targets for the contract and/or any of the six socio-economic categories, the offeror's proposal will be evaluated at zero percent and/or zero dollars for the contract and/or any socio-economic factor for which a target is not provided. However, an offeror that provides no socio-economic plan in response to this factor may be considered ineligible for award. All offerors, including small business concerns, must submit a socio-economic plan and may designate themselves as the primary or sole contractor on the effort.

Note: The Socio-Economic Plan factor and the separate requirement for submission of a Small Business Subcontracting Plan are included in the

solicitation in an effort to promote small business participation under the solicitation and the resultant contract. The Socio-Economic Plan is a non-price evaluation factor and is separate and distinct from the requirement for an offeror to submit a Small Business Subcontracting Plan. The requirements for a Small Business Subcontracting Plan are set forth in FAR 52.219-9 Alt II.

Government small business participation objectives are set forth in the solicitation in conjunction with the Small Business Subcontracting Plan. The solicitation does not establish separate small business participation objectives for the Socio-Economic Plan evaluation factor. As set forth in FAR 52.219-9 Alt II, an other-than-small business offeror is required to submit a Small Business Subcontracting Plan that includes the offeror's proposed small business subcontracting goals, and the successful offeror's approved Small Business Subcontracting Plan will be incorporate into the Contract. While Contracting Officer approval of the offeror's Small Business Subcontracting Plan is required prior to any contract award, the Small Business Subcontracting Plan is not a component of the comparative evaluation of proposals; rather, it will be treated under the solicitation as a matter of contractor responsibility.

(2) Volume II - Price/Cost

Volume II shall include the completed solicitation. The cost and pricing information shall be completed in accordance with the following:

(a) The following ratios of On-site (Contractor facility) and Off-site (Government facility) labor performance are established for all labor categories:

ON-SITE: 100 %
OFF-SITE: 0%

(b) The following amounts (plus applicable G&A and Material Handling) will be utilized by the Government for evaluation purposes only in determining the total evaluated cost of a proposal. Offerors shall propose G&A and/or material handling rates, which they should then apply to the below costs for travel and material.

Travel:

Base Period (CLIN 0002): $40,000.00
Option Period I (CLIN 1002): $41,200.00
Option Period II (CLIN 2002): $42,436.00
Option Period III (CLIN 3002): $43,709.08
Option Period IV (CLIN 4002): $45,020.35
Option Period V (CLIN 5002): $23,185.48

Material:

Base Period (CLIN 0003): $120,000.00
Option Period I (CLIN 1003): $123,600.00
Option Period II (CLIN 2003): $127,308.00
Option Period III (CLIN 3003): $131,127.24
Option Period IV (CLIN 4003): $135,061.06
Option Period V (CLIN 5003): $69,556.44

(i) Travel estimated above is for travel and subsistence associated with performance under any resultant contract which will be reimbursed in accordance with the clause entitled "Reimbursement of Travel Costs."

(ii) Material estimated above is detailed in PWS Section 4.10.

(iv) Any offeror having an accounting system which includes, within overhead or G&A, travel and/or material shall specifically state this fact within the price/cost proposal.

(c) Proposed storage costs encompass the cost of leasing a warehouse to store over 7,000 boxes of original hard copy Iranian records. The contractor maintains responsibility for storing and protecting these records on behalf of Navy OGC (see PWS Section 4.11).

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		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		
52.237-1	Site Visit.	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective	Alternate/	Variation Effective

		Date	Deviation	Date
252.215-7994	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026

FAR Clauses Incorporated by Full Text

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

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

(a) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

☐ Offeror chooses to waive the evaluation preference.

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

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of provision)

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

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.215-7992 Only One Offer. (DEVIATION 2026-O0048) (Mar 2026) Deviation 2026-O0048 (Mar 2026)

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

(a) *Cost or pricing data requirements*. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation*. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at 15.404).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable.

(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts*. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section M - Evaluation Factors for Award

* THIS ACQUISITION WILL BE CONDUCTED USING A TWO-STEP PROCESS. THIS SECTION APPLIES ONLY TO STEP TWO PROPOSAL SUBMISSIONS. PLEASE SEE SECTION A FOR INFORMATION REGARDING THE STEP ONE SUBMISSION AND ASSESSMENT PROCESS. *

EVALUATION CRITERIA AND THE BASIS FOR AWARD (FFP BEST-VALUE TRADEOFF)

(1) The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represent the best value after evaluation in accordance with the factors and subfactors in the solicitation. The offeror's proposal shall be in the form prescribed by, and shall contain a response to each of the areas identified in the Section L solicitation provision entitled "STEP TWO SUBMISSION OF PROPOSALS." The evaluation of proposals will consider the offeror's non-price proposal significantly more important than the offeror's price proposal.

(2) The non-price proposal will consist of the following factors:.

Performance Approach
Past Performance
Socio-economic Plan

Performance Approach is the most important factor, followed by Past Performance, followed by Socio-Economic Plan. Performance Approach and Past Performance are both significantly more important than Socio-Economic Plan.

In considering the relevance of an offeror's past performance, the past performance references provided by the offeror will be evaluated individually and in the aggregate. The method of aggregation shall be at the discretion of the Government. Only individual references exhibiting a meaningful degree of relevance shall be considered in the aggregate. When an offeror is determined to have relevant past performance, the quality of its past performance will be evaluated. An offeror whose past performance demonstrates either a low expectation or no expectation that the offeror will be able to successfully perform the required effort will be considered ineligible for award.
Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no relevant past performance history, while not rated favorably or unfavorably for past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. In determining the rating for the Past Performance evaluation factor, the Government will give greater consideration to the contracts or efforts which the Government feels are most relevant to the RFP. The Government evaluation of past performance is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government.

For all other non-price factors, an offeror's proposal must be determined to be acceptable or better in order to be eligible for award.

The Government reserves the right to award the contract to other than the lowest priced offeror.

As provided in Section L, the Government's estimated travel and material costs (plus applicable burden) shall be used for the purpose of evaluating the price proposal. Therefore, offerors shall use these estimates in preparing their price proposal. Application of material handling charges and/or G&A rates, as appropriate, will be allowed only if the contractor maintains separate accounts for such costs and will be in addition to the common evaluation amounts. Offerors shall propose G&A and/or material handling rates, which they should then apply to the above costs for travel and material.

Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	Feb 2026		