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
	N6817126RN006	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	18 Jun 2026	

7. ISSUED BY CODE N68171

NAVSUP FLC SIGONELLA NAPLES OFFICE
NAVAL REGIONAL CONTRACTING CEN DET, PSC 817 BOX 50
FPO, AE 09622-0050
UNITED STATES
Anna Guarino, Email: anna.guarino4.ln@us.navy.mil Telephone: 0815683573

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 01:00 PM *(Hour)* local time 20 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	
	Anna Guarino	081	568-3573		anna.guarino4.ln@us.navy.mil

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OFFER *(Must be fully completed by offeror)*

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

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

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

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

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

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

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

AWARD *(To be completed by Government)*

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

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT:
☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)*

25. PAYMENT WILL BE MADE BY — CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

USS MTW FY27 MTA

This is a requirement for the MID-TERM AVAILABILITY (MTA) in support of the USS MOUNT WHITNEY (USS MTW)

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	WORK ITEMS CAT A The contractor shall repair and Mid-Term Availability in accordance with the J-2 Work Specification Package. Total price for the CLIN is in accordance with Attachment J-1 Pricing Worksheet Information Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 0002	WI 0030 - CONTINUATION OF SERVICES This is a Category B work item. When exercised the contractor will continue delivering services included in the work item Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 0003	ADDITIONAL GOVERNMENT REQUIREMENT - Estimated Total Price as per J-1 Pricing Worksheet Information Pricing Arrangement: Firm Fixed Price	1	Lot		

Section C - Description/Specifications/Statement of Work

I. GENERAL: The requirement is to accomplish the Fiscal Year-27 (FY-27) Mid Term Availability (MTA) of the MOUNT WHITNEY (LCC-20) (USS MTW) at the Contractor's facility.

The principal dimensions of the ship are the following:

PRINCIPAL DIMENSIONS	
LENGTH	634 FT
BEAM	108 FT
DRAFT FULL LOAD (mean)	27 FT
ESTIMATED GROSS TONNAGE	18,874 TONS
DESIGN DEADWEIGHT	6,439 TONS
ESTIMATED ARRIVAL DRAFT	26 FT, FWD 11.0 INCHS
PROJECTED DEPTH (PROPELLER)	28 FT, 11.0 INCHS

II. PLACE OF PERFORMANCE: Due to the Government's operational requirement and navigation limits, the place of performance (POP) for the repair is geographically restricted to all contractors, who have a facility along the Mediterranean basin and the European Atlantic Ocean coastline, including the United Kingdom, Atlantic Coast of Germany, Ireland, The Netherlands, Belgium, France, Spain, and Portugal. The Contractor's facility should be located either (a) in a country that maintains an International Agreement with the United States that addresses primary jurisdiction procedures for U.S. Military personnel or (b) contingent on approval of an exception to policy (ETP) that would authorize the Vessel to call in a country that does not maintain an International Agreement with the United States that addresses primary jurisdiction procedures for U.S. Military personnel.

III. GENERAL DESCRIPTIONS, WORK ITEMS CATEGORIES AND CLINS

A. GENERAL DESCRIPTION

The Contractor shall provide all planning, document preparation, engineering, procurement, and production work necessary to prepare for and accomplish the repairs and maintenance work items included in the Attachment J-2 Work Specification Package. These tasks include, but are not limited to the following:

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

ii) Accomplish planning and scheduling to ensure timely procurement of Contractor Furnished Material/Contractor Furnished Property (CFM/CFP) and receipt, storage, and installation of Government Furnished Property (GFM/GFP) (to be provided under FAR 52.245-

1, Government Property) cited in Attachments J-2 Work Specification Package, Attachment J-3 Government Furnished Material (GFM).

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

iv) Develop and submit a performance milestone schedule/critical path chart in accordance with WI 0013 Integrated Project Planning and Production Status Monitoring Reports. The Contractor warrants that all work required by this contract shall be completed by 13 March 2027, the end of the period of performance. Post-award deviations from the milestone schedule/critical path chart must be submitted to and approved by the MSC Representative (as defined in Work Item No. 0001) and the Contracting Officer.

v) Apply U.S. Government approved quality control procedures as required by this contract and the work specification package to ensure procured material and performed production work conform to the required quality standards. If a European equivalent standard is authorized, the specification package will specify.

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

vii) Use the mandatory sources (Original Equipment Manufacturer - OEM), or an OEM authorized representative, when the government has identified in the WIs specifications that an OEM is a mandatory source.

viii) Work on the USS MTW may include asbestos. WI 0023 includes a List of Expected Types and Quantities of Hazardous Wastes. Additionally, it is known that the coating systems may contain lead. The Contractor should expect this condition and factor in removal and remediation time requirements into his overall planning schedule. Any material that is classified and regulated as a hazardous waste by international, federal, state and local regulations for the location where the work is being performed shall be treated as hazardous waste in the WI 0023. Costs associated with unexpected hazardous waste remediation and removal shall be attributed to WI 0023, rather than to the individual work items.

B. WORK ITEMS CATEGORIES AND CLINS

There are three (3) categories of work items in this requirement:

1. Category A : Includes all base work items for which a firm fixed price will be established at contract award and they will be executed during the period of performance. CLIN 0001 includes all Category A work items.

2. Category B: Includes "optional" work items earmarked for potential additional repairs, labor, materials or services, whereby a firm fixed price will be established at contract award and may be invoked by the Government through option exercise up to the Delivery Date. The Government may exercise the option for the total amount of work item or for a lesser amount depending on the unit quantity and nature of the work item. CLIN 0002 includes Category B work item.

3. Category Not Separately Priced (NSP): Identifies work items without an associated fixed price that provide procedures and/or regulations which must be followed by the Contractor and subcontractor(s) for the accomplishment of all work items. No CLIN is associated to NSP work items.

4. The price of any work item (Category A or B) with an estimated quantity is subject to reconciliation by contract modification at the conclusion of the availability.

5. Additional Government Requirement (AGR) is included in CLIN 0003.

IV. ADDITIONAL GOVERNMENT REQUIREMENT (AGR) - CLIN 0003-

A. DEFINITION

If additional work is discovered during performance of the contract, the Contracting Officer will determine if it will be considered growth or new work, and will follow the required contracting procedures as outlined below:

1. Growth Work: Growth work is defined as additional work discovered during contract performance that is associated with an existing work item and determined necessary to accomplish the original scope of that work item successfully. Growth work is

additional work determined by the Government to be within the scope of the original contract. The Contractor must be able to absorb the growth within the ship's availability. The Contractor shall not perform any growth work without the Contracting Officer's authorization.

The Government has estimated 20,000 labor hours of AGR and $1,000,000 for a combination of subcontractor/material costs as necessary to accomplish this availability. The number of AGR labor hours (20,000) and the combination of subcontractor/material ($1,000,000.00) are estimates used for price evaluation purposes.

Offerors are required to propose a single, fully burdened, labor rate in attachment J-1 Pricing Breakdown Worksheet which will apply for all Category A work items and the AGR. This labor rate will include all direct labor costs, (e.g. straight time, overtime, premium time, shift differential, holiday time, and standby time). Offerors shall propose a subcontractor/material burden percentage to be applied to subcontractor/material costs. The fully burden labor rate and the subcontractor/material burden percentage will be fixed at the time of the contract award and will be used for pricing changes negotiated during the life of contract. Changes are inherent to vessel repair contracts and should be expected by contractors. The Contractor shall not exceed the fully burdened labor rate and shall not exceed the awarded subcontractor/material burden percentage for all growth work. The Government reserves the right to negotiate a lower rate for growth work. For new work, the labor rate will provide a basis for negotiations which may result in a higher or lower rate that aligns with the new work.

2. New Work: New work is defined as additional work that cannot be reasonably tied to an existing work item in the specification package but is still necessary for the satisfactory completion of the vessel overhaul effort. New work will be negotiated and agreed upon by both parties.

3. In accordance with FAR 52.217-7, Option for Increased Quantity, the Contracting Officer will notify the Contractor in writing, when invoking AGR with the submission of the first Contract Change Order (CCO). The Contractor may propose lower rates; however, its proposed labor rate and subcontractor and material burden rate shall not exceed the rates proposed in Attachment J-1. In the event of an extension, the labor and subcontractor and materials burden rates shall be utilized for the growth work negotiated during the extension.

B. CONDITION FOUND REPORT (CFR) SUBMITTAL

As a result of a discrepancy found between a work item requirement and the current conditions of the vessel, or a needed repair found during the Open and Inspect (O&I) phase, the Contractor shall identify needed repairs and recommend corrective action during contract performance for work/deficiencies discovered which are not covered by the existing work package. The CFR must be submitted within three (3) working days of discovery of the condition and shall include a description of the condition/deficiency and timeframe for resolution. The Contractor shall submit a CFR to the Contracting Officer and MSC CORs (who will be designated in Section G following Contract Award). The Government team will review the CFR. If the CFR is inadequate or incomplete, it will be rejected with time continuing to accrue (relative to the three (3) day requirement). Accuracy of CFR submissions may be evaluated in CPARS and utilized for past performance ratings on future requirements.

C. CONTRACT CHANGE ORDERS (CCOs) In the event a CFR is evaluated and approved, a CCO will be generated and issued to the Contractor. The Contractor shall submit a price proposal within three (3) working days of the receipt of the Government's request for a proposal, or within such time as provided in writing by the Contracting Officer. A Contractor's proposal shall remain valid for a minimum of 14 calendar days, unless otherwise specified by the Contracting Officer; if another timeline is specified by the Contracting Officer, the contractor's proposal shall remain valid for that amount of time.

1. Required Documentation:

The Contractor shall furnish a proposal in response to each CCO. Each proposal must include:

i) Prime Contractor Labor Hours: Proposal shall include labor hours with total labor cost, utilizing the fully burdened labor rate proposed for the AGR and incorporated into the contract via Attachment J-1 (Pricing Breakdown Worksheet).

ii) Subcontractor Price Breakdown: If the proposal includes subcontractor labor/materials, it shall include, but not be limited to: number of labor hours, total labor cost, any other costs associated with personnel (travel and per diem).

iii) Material/Equipment Price Breakdown: The Contractor must provide pricing for all required material/equipment with the following information: part number, order quantity, unit price, and total price.

2. The Contractor will apply its subcontractor/material burden rate to the subcontractor and/or material costs (as applicable), as incorporated into the contract via Attachment J-1 (Pricing Breakdown Worksheet).

3. In accordance with FAR 15.402(a)(2), the Contracting Officer reserves the right to request labor breakdowns by CCO paragraph and trade, as well as all supporting subcontractor and material quotes or invoices.

4. Late Submissions: The Contractor's failure to submit its proposal within the three (3) working day period, or such period as directed by the Contracting Officer, may be considered a failure of the parties to negotiate a fair and reasonable price for the work. The Contracting Officer may take any of the following three (3) options:

i) Have the work performed by the Government;

ii)Issue a unilateral authorization/not to exceed; or

iii) Cancel the requirement.

The Contractor knowingly and voluntarily waives all claims against the Government and/or other third-party contractors for delay, disruption, loss of efficiency, or other impact arising out of or related to the presence of Government or other third-party contractor employees performing additional repairs discovered during contract performance at the Contractor's facility. Furthermore, in cases described in Late Submission subparagraphs "i" and "ii" above options, the Contractor waives any right to claims of interference under the DFARS 252.217-7011 - Access to Vessels.

The Government reserves the right to reduce the scope (de-scope) of this contract at any time and for any reason. Scope reductions are incorporated into the contract via Contract Change Orders (CCOs) and can either be a partial deletion of paragraph(s) from the work specification or deletion of a work item in its entirety. The Government will rely on the labor rates and prices entered in Attachment J-1 for negotiating and settling CCO(s).

V. CRITICAL WORK AUTHORIZATIONS

The Contractor shall accept any form of electronic media or verbal Authorizations to Proceed (ATP) and Not to Exceed (NTE) obligations from the Contracting Officer during and after normal hours, including weekends and holidays. Any verbal authorization will be followed up by written confirmation by the Contracting Officer within 48 hours.

The Contracting Officer may require the Contractor to proceed with growth/new work before a firm-fixed price can be mutually agreed upon. In these cases, the Contracting Officer shall provide a NTE amount and a date by which parties will finalize pricing. The Contractor's fully burdened labor rate and subcontracting and material burden rate shall be utilized when establishing the NTE amount. The Contractor shall promptly begin work after receiving verbal or written direction by the Contracting Officer. The Contractor shall then submit a proposal in accordance with the Contracting Officer's provided schedule. The ceiling amount will be modified after evaluation and acceptance of the Contractor's proposal. The Contractor is responsible for any delay in completing work due to failure to comply with the Contracting Officer's direction.

VI. AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

Except as specified in the paragraph directly 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 FAR 52.243-1 Alternate II clause of this contract. The Contractor shall not comply with any order, direction, or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as a part of this contract. The NAVSUP Fleet Logistics Center Sigonella (FLCSI) Code 200 Contracting Officers are the only people 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 NAVSUP FLCSI Code 200 Contracting Officers. 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 time required for performance or the contract price to cover any increase in charges incurred as a result thereof. If the Contractor believes it was directed to perform work outside the scope of the contract, it shall notify the Contracting Officer immediately.

Requirements

The work items are provided with the attachment J-2. References are provided upon Contractor request.

Section D - Packaging and Marking

PACKAGING AND MARKING: Contractor will package and mark in accordance with the requirements cited in the individual WIs within Attachment J-2 (Work Specification Package).

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

252.229-7003 Tax Exemptions (Italy). (Mar 2012)

TAX EXEMPTIONS (ITALY) (MAR 2012)

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy .

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972 .

(iii) The following fiscal code(s): ____*[Contracting Officer must insert the applicable fiscal code(s) for military activities within Italy : 80028250241 for Army, 80156020630 for Navy, or 91000190933 for Air Force]*.

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

> "I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972 ."

An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Source Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N40444 CountryCode: USA MILITARY SEALIFT FLEET SUPPORT CMD SHIP SUPPORT UNIT NAPLES, PSC 817 BOX 23 FPO, AE 09622-0023 UNITED STATES Eric Simpson, Port Engineer Email: eric.h.simpson.civ@us.navy.mil Telephone: +39 081 568 8346
Option Line Item 0002	Inspection and Acceptance Location Both Source Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N40444 CountryCode: USA MILITARY SEALIFT FLEET SUPPORT CMD SHIP SUPPORT UNIT NAPLES, PSC 817 BOX 23 FPO, AE 09622-0023 UNITED STATES ERIC SIMPSON, PORT ENGINEER Email: Eric.h.simpson.civ@us.navy.mil Telephone: +39 081 568 8346
Option Line Item 0003	Inspection and Acceptance Location Both Source Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N40444 CountryCode: USA MILITARY SEALIFT FLEET SUPPORT CMD SHIP SUPPORT UNIT NAPLES, PSC 817 BOX 23 FPO, AE 09622-0023 UNITED STATES ERIC SIMPSON, PORT ENGINEER Email: eric.h.simpson.civ@us.navy.mil Telephone: +39 081 568 8346

Section F - Deliveries or Performance

The effective date of this contract is the date of award by the Government. Any data items must be available until 90 days after the ship's departure.

The beginning of the performance at the contractor's facility is set forth in Work Items 0010 (Overhaul Management Team (OMT) Offices) and in WI 0012 (Information Technology Services), providing office space starting (3) days before arrival of the vessel and terminating (3) days after re-delivery of the vessel.

The ship's arrival is scheduled for 12 January 2027. However, the Contractor can expect the ship to arrive at the Contractor's shipyard within seventy-two (72) hours of 12 January 2027 due to any unforeseeable changes in the ship's schedule. If the arrival date changes, the redelivery of the ship is 61 days after the ship's arrival.

The Contractor is informed that the Government has a 15-day option to extend the ship's availability. WI 0030 (Continuation of General Services for the Ship) outlines some of the services that may be required in the event of a a period of performance extension.

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 12 Jan 2027 To 13 Mar 2027	1 Lot	
Option Line Item 0002	Period of Performance From 14 Mar 2027 To 28 Mar 2027	1 Lot	
Option Line Item 0003	Period of Performance From 12 Jan 2027 To 28 Mar 2027	1 Lot	

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		
52.242-17	Government Delay of Work.	Apr 1984		
52.247-34	F.o.b. Destination.	Jan 1991		

Section G - Contract Administration Data

INVOICES PAYMENT INSTRUCTIONS

The contractor shall utilize electronic invoicing upon delivery of the required supplies/service. See contract clause entitled "DFARS 252.232-7006 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS" for instructions on submitting invoices electronically through Wide Area Work Flow - Receipt and Acceptance.

CONTRACT ADMINISTRATION POCS

NAVSUP FLEET LOGISTICS CENTER NAPLES

Viale Fulco Ruffo di Calabria Bldg 401 Capodichino Base 80144 Napoli - Italy

1. POINTS OF CONTACT:

Contract Specialists

Annamaria Guarino

Email: anna.guarino4.ln@us.navy.mil

Maria Di Lieto

Email: maria.dilieto2.ln@us.navy.mil

Nicole Barnhart

Email: nicole.e.barnhart.civ@us.navy.mil

Contracting Officer

Elias Stamatiades

Email: Elias.L.Stamatiades.civ@us.navy.mil

2. INVOICE AND PAYMENT

Notwithstanding any other payment provision in the contract, the Contractor is allowed to submit invoices pursuant to the terms of DFARS (S) 252.217-7007, Payments, after the effective date of the Contract. The Contractor shall invoice the work items and change orders in the amount of each percentage reviewed and approved by the Contracting Officer's Representative (COR) during the weekly progress meeting.

The progress report (as per WI 0013, para. 7.4 Progress Report) showing the percentage performed for each work item and signed by the COR for the acceptance, must be attached to the invoice. Payment will be made on a prorated basis against the awarded/settled amount incorporated into the contract.

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

____

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

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

____Invoice 2in1

(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	N61240
Issue By DoDAAC	N68171
Admin DoDAAC	N68171
Inspect By DoDAAC	____
Ship To Code	N62387
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	N62387

Service Acceptor (DoDAAC)	N62387
Accept at Other DoDAAC	____
LPO DoDAAC	N62387
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.

MSCEURAF_N8_FINANCE@us.navy.mil

(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

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.210-1	Market Research. (Deviation 2026-O0038)	Feb 2026		
52.211-5	Material Requirements. (Deviation 2026-O0038)	Feb 2026		
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	Feb 2026		
52.215-23	Limitations on Pass-Through Charges. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.225-14	Inconsistency between English Version and Translation of Contract.	Feb 2000		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-6	Taxes-Foreign Fixed-Price Contracts.	Feb 2013		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-25	Prompt Payment.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-3	Protest after Award. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.242-2	Production Progress Reports.	Apr 1991		
52.242-13	Bankruptcy.	Jul 1995		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate II)	Feb 2026	Alternate II	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.246-26	Reporting Nonconforming Items.	Aug 2024		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984		
52.249-14	Excusable Delays.	Apr 1984		
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced.	Apr 2020		

252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7015	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		
252.211-7008	Use of Government-Assigned Serial Numbers.	Sep 2010		
252.217-7028	Over and Above Work.	Dec 1991		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.	Dec 2018		
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals.	Jan 2023		
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.	Aug 2025		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.225-7962	Vendor Threat Mitigation Support to Operations. (DEVIATION 2026-O0051)	Jun 2026	Deviation 2026-O0051	Jun 2026
252.225-7975	Additional Access to Contractor and Subcontractor Records. (DEVIATION 2026-O0051)	Jun 2026	Deviation 2026-O0051	Jun 2026
252.225-7975	Additional Access to Contractor and Subcontractor Records. (DEVIATION 2024-O0003)	Dec 2023	Deviation 2024-O0003	Dec 2023
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished	Jan 2025		
252.229-7002	Customs Exemptions (Germany).	Jun 1997		
252.229-7005	Tax Exemptions (Spain).	Mar 2012		
252.229-7006	Value Added Tax Exclusion (United Kingdom)	Dec 2011		
252.229-7007	Verification of United States Receipt of Goods.	Jun 1997		
252.229-7008	Relief from Import Duty (United Kingdom).	Dec 2011		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property.	Apr 2012		
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.246-7003	Notification of Potential Safety Issues.	Jan 2023		
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.	Jan 2023		
252.246-7008	Sources of Electronic Parts.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.217-7 Option for Increased Quantity-Separately Priced Line Item. (Mar 1989)

OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within ____[insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

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

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

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

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

—	—	—
—	—	—

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

52.223-3 Hazardous Material Identification and Safety Data. (Deviation 2026-O0038) (Feb 2026)

Hazardous Material Identification and Safety Data (Feb 2026) (Deviation 2026-O0038)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

- LIST OF THE MATERIAL IS PROVIDED IN WORK ITEM 0023

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.248-1 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-fee; excludes other cost-type incentive contracts)	***25	***25	15	15
* 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):

____ ____ ____[Insert one or more Internet addresses]

(End of clause)

DFARS Clauses Incorporated by Full Text

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

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier*.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

252.223-7001 Hazard Warning Labels. (Dec 1991)

HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
____	____
____	____
____	____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

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

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

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from ____*(Contracting Officer to insert applicable information cited in PGI 225.372-1 (DFARS/PGI view))*.

(End of clause)

252.225-7963 Antiterrorism/Force Protection for Defense Contractors Outside the United States. (DEVIATION 2026-O0041) (Feb 2026) Deviation 2026-O0041 (Feb 2026)

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES(DEVIATION 2026-O0041) (FEB 2026)

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from *(Contracting Officer to insert applicable information cited in PGI 225.772-1)*.____

(End of clause)

252.229-7001 Tax Relief. (Apr 2020)

TAX RELIEF-BASIC (APR 2020)

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

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

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

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

(End of clause)

252.237-7019 Training for Contractor Personnel Interacting with Detainees. (Jan 2023)

TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JAN 2023)

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

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Detainee" means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

"Personnel interacting with detainees" means personnel who, in the course of their duties, are expected to interact with detainees.

(b) *Training requirement*. This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to-

(A) Receive the training specified in paragraph (b)(1) of this clause-

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

____*[Contracting Officer to insert applicable point of contact information cited in PGI 237.171-3(b) (DFARS/PGI view).]*

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

Section J - List of Attachments

DOCUMENTS/EXHIBITS/ATTACHMENTS:

Attachment J-1 Pricing Worksheet

Attachment J-2 Work Specification Package

Attachment J-3 Government Furnished Material (GFM) List

Attachment J-4 MSC Ship Repair Facility Survey

Attachment J-5 Past Performance Information

Attachment J-6 Past Performance Questionnaire

Section K - Representations, Certification, & Other Statements

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7042	Authorization to Perform.	Apr 2003		
252.229-7012	Tax Exemptions (Italy)-Representation.	Mar 2012		

FAR Clauses Incorporated by Full Text

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

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

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

L-1
REQUIREMENTS FOR SUBMISSION OF PROPOSALS

A. PROPOSAL COMPLIANCE AND DUE DATE

1) **PROPOSAL DUE DATE: The solicitation closing date is 20 July 2026, no later than 1:00 PM (Central European Time - CET).** Late submissions of any volume are ruled by FAR 52.215-1 Instructions to Offerors--Competitive Acquisition, paragraph (c) (3). Offerors are advised that delays can be experienced with the Government's e- mail system. If you do not receive a confirmation of receipt from the Contracting Officer within 24 hours of submission, it is the contractor's responsibility to follow up with the point of contacts indicated below to ensure receipt via phone and/or email.
Offerors are reminded that they shall comply with the submission requirements in FAR 52.215-1, because the Government is not required to, but may consider late proposals.

The proposal and any correspondence related to this solicitation must be submitted via email to the following persons:

Ms. Annamaria Guarino, Contract Specialist, email: anna.guarino4.ln@us.navy.mil

Ms. Maria Di Lieto, Contracting Officer, email: maria.dilieto2.ln@us.navy.mil

Ms. Nicole Barnhart, Contract Specialist, email: nicole.e.barnhart.civ@us.navy.mil

Mr. Elias Stamatiades, Supervisor Contracting Officer, email: Elias.L.Stamatiades.civ@us.navy.mil

All other submission methods are not authorized and will not be accepted.

2) **REQUEST FOR PROPOSALS (RFP) COMPLIANCE**: The Offeror's proposal must include all data and information requested by this RFP and must be submitted in accordance with these instructions. The Offeror is responsible for submitting an adequately written proposal that shall be compliant with the requirements as stated in this solicitation. Non-conformance with the instructions provided in this RFP may result in an unfavorable proposal evaluation. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume the Government has no prior knowledge of their experience and will base its evaluation on the information presented in the Offeror's proposal.

This RFP does not authorize alternate proposals with respect to specific terms or conditions of this RFP. Any objection to any of the terms and conditions of this RFP will make the offer unacceptable and not considered for award on initial offers. Failure to submit any of the documentation or information required for proposals may cause the Offeror to be ineligible for award on their initial offer.

3) **CROSS-REFERENCING**: The proposal volumes shall be written on a stand-alone basis so that its contents may be evaluated without cross referencing to another volume. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. In addition, no price information must be included in the VOLUME I - TECHNICAL CAPABILITY.

4) **DISCREPANCIES**: If an Offeror believes that the requirements in these instructions contain an error, omission, inconsistency or are otherwise unsound, the Offeror shall immediately notify the Contracting Officer/Contract Specialist indicated in writing with supporting rationale as well as the remedies the Offeror is asking the Contracting Officer to consider as related to the omission, error or inconsistency. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

5) **PRE-PROPOSAL INQUIRIES**: Any questions related to this solicitation must be submitted via email no later than 10 days prior to the proposal due date. Questions submitted after the deadline may or may not be answered by the Government. At the Government's discretion, questions and answers will be provided to all potential offerors via SAM.GOV. Offerors are required to inform immediately the point of contacts about any formula errors found in the J-1 Pricing Information.

6) **SHIP CHECK**: A ship check was scheduled and performed on 13 & 14 May, 2026 at the port of Gaeta, Italy as per Pre-Solicitation Notice for Solicitation No. N6817126RN006. No additional ship checks are scheduled for this requirement at this time.

7) **TECHNICAL REFERENCES:** Submit a request for Technical References via email to the Contracting Officer/Contract Specialist indicated in the above paragraph 1 and they will be provided via DOD Safe. Please note, in order to request references, the Offeror shall be registered in SAM.gov.

8) **ALTERATION OF SOLICITATION**: Offerors shall respond to the solicitation as posted. Offerors who alter the solicitation (except for completing appropriate "fill-in" blocks and certifications) may be considered non-responsive and ineligible for award. **Offerors are not allowed to change the J-1 even for correcting formulas.**

9) AMENDMENTS: The Government may revise the solicitation at any time by means of amendment. It is an Offeror's responsibility to ensure it is accessing SAM.Gov https://euro.neco.navy.mil/to view potential amendments and procurement notifications for this solicitation.

10) **PROPOSAL VALIDITY**: The Offeror agrees to hold the prices in its proposal firm for 180 calendar days from the proposal due date.

11) **ONE PROPOSAL SITUATION**: If the Government receives only one (1) technically acceptable proposal in response to this solicitation, the Government reserves the right to require certified cost or pricing data in accordance with DFARS 252.215-7008. As identified by the Contracting Officer, additional cost or pricing data may be required in order to determine whether proposed pricing is fair and reasonable or to comply with the statutory requirements of certified cost or pricing data in accordance with 10 USC 2306(a) and FAR 15.403-4.

B. **PROPOSAL CONTENT AND DIRECTIONS FOR ELECTRONIC SUBMISSION**

1) Each Offeror must submit one (1) complete proposal in response to the solicitation requirements containing its best terms from a price and non-price standpoint. The Government intends to award without negotiations but reserves the right to conduct negotiations, if necessary. Failure to submit any of the documentation or information required for proposals may cause the Offeror to be ineligible for award based on its initial proposal.

2) All required documentation must be submitted in English.

3) Separate emails must be sent for each Proposal volume, as follows:

PROPOSAL	VOLUME	TITLE
USS MTW MTA FY27	MTW-I	Technical Capability Volume I
USS MTW MTA FY27	MTW-II	Past Performance Volume II
USS MTW MTA FY27	MTW-III	Price and Other Submission Requirements Volume III

4) Each email must clearly identify the Company Name, RFP Number and Volume in the subject line.

5) Be advised the size limit per email is 10 MB. If the proposal volume is in excess of 10 MB, additional emails must be submitted as necessary with the number of email submissions for each volume clearly labeled in the subject line. For example, '[Company Name, RFP N6817126RN006 - Technical Capability volume, Email 1 of X].' All files must be provided in Portable Document Format (.pdf), except for Attachment 'J-1 (Pricing Worksheet) which must be submitted in Microsoft Excel, unlocked. Zip Files are not accepted.

C. VOLUMES CONTENT

1) **VOLUME I - TECHNICAL CAPABILITY**: The Technical Capability proposal consists of and shall include the items listed below:

a. **Sub-factor 1**: **Understanding the Requirement:** Offeror shall submit documentation that provides a separate response to each of the following:

i. **Element 1(a) Milestone Schedule:** The Offeror shall demonstrate in detail an understanding of the overall scope of work and the plan to accomplish that work by providing a time phased progress GANTT chart which includes every work item in the specification package including CAT B Optional Work Items .

In addition, include a Critical Path Analysis by Work Item. The analysis shall clearly identify the primary Critical Path at each point of the availability. Offeror shall base the milestone schedule on a ship arrival date of 12 January 2027 and a ship redelivery date of 13 March 2027.
In addition to including every work item in the specification package, the time phased progress chart must specifically identify the following additional milestones:

1. Overhaul Management Team Office Start Date: 9 January 2027
2. Availability Start Date: 12 January 2027
3. Completion of gas-freeing Date: 31 January 2027
4. Habitability Turnover Date: 4 March 2027
5. Machinery Space Turnover Date: 3 March 2027
6. Pre-Start Up Meeting Date: 5 March 2027
7. Bridge Turnover Date: 7 March 2027
8. Dock trial Date: 10 March 2027
9. Sea trial Date: 12 March 2027
10. Availability Completion Date: 13 March 2027
11. Overhaul Management Team Office End Date: 16 March 2027.

ii. **Element 1(b) Mandatory Usage of Original Equipment Manufacturer (OEM)/Authorized Service Provider (ASP) and Required Certification:**

1. The Offeror shall provide a signed letter of intent or an email from each OEM vendor (or Authorized Service Provider) certified OEM

representative(s)) specified as mandatory in the pertinent work items as reflected in Section 7 and 8 of the individual work items. The letter of intent shall be on the OEM letterhead or from source business email address and shall state that the vendor intends to support the statement of work as a subcontractor of the prospective prime contractor during the period of performance.

The work items that require OEMs are:

451, OEM, Sperry Marine
453, OEM, Sperry Marine
493, OEM, GE Power Conversion
510, OEM, Curtiss Wright / MI-TECH / PJ Schwalbenberg & Assoc.
529, OEM/ASP, Rudder Indicators - OEM GBS Group / ABS Recognized Service Supplier
533, OEM, Caterpillar
562, OEM, SCOTT (3M) / Luxfer
563, OEM, MAKO
574B, OEM, Walz & Krenzer / Rapp Bomek
594, OEM, Caterpillar
801, OEM, Johnson Controls Navy Systems
572, ASP, Kidde Authorized Service Provider
653B, ASP, Allied Authorized Service Provider
668, ASP, Hyster Authorized Service Provider
669, ASP, Hyster Authorized Service Provider

2. The Offeror shall provide copy of the required certification for the following work items:

561A, ISO / IEC 17025;2017 Standard
565B, ABS Recognized Service Supplier
567, ABS Recognized Service Supplier
568A, ABS Recognized Service Supplier
569, ABS Recognized Service Supplier
570, ABS Recognized Service Supplier
653A, ABS Recognized Service Supplier

b. **Sub-factor 2**: **Ability to Perform the Statement of Work**: Offeror shall submit documentation that provides a separate response to each of the following:

i. **Element 2(a) Facilities Requirement:**

1) The Offeror shall complete and submit the provided MSC Ship Repair Facility Survey Form (MSC Form 4330/26) (Refer to RFP Attachment J-4). Forms must be signed and dated.

*Note the following special instructions when completing the form:

- On sheet 2 of 5, the "Services Available" block should include only those services which are permanently installed. Temporary service capability should be listed on sheet 5 of 5.

- Photocopies of crane certification data shall be supplied.

- The following instructions apply to the submittals list located on sheet 5 of 5:

  -Submittal number 6: submit as instructed, do not list subcontractor locations.

  -Submittal number 2: submit as instructed.

  -Submittal number 1: submit as instructed.

- Use additional sheets as necessary to give a complete description of your facilities.

2) The Offeror shall describe the functional system requirements and demonstrate its capability to provide the vessel with continuous flow seawater cooling that meets or exceeds the requirements set forth in section 7.0 of Work Item 0011.

3) The Offeror shall demonstrate that it has and will provide a that it has and will provide a clean reliable source of electrical shore power that meets the requirement set forth in Section 7.0 of Work Item 0011, Furnish General Services.

ii. **Element 2(b) Berth, Approach, and Mooring:** The following charts must provide adequate demonstration that the route(s) provide safe vessel transit as set forth in Specification Package NSP Work Item 0003 "APPROACH BERTHING AND MOORING. The Offeror shall submit the following:

1) A Berth Chart that complies with the requirements set forth in Specification Package of Not Separately Priced (NSP) Work Item 0003 "APPROACH BERTHING AND MOORING."

2) An Approach Chart that complies with the requirements set forth in Specification Package NSP Work Item 0003 "APPROACH BERTHING AND MOORING."

3) A Mooring Chart that complies with the requirements set forth in Specification Package NSP Work Item 0003 "APPROACH BERTHING AND MOORING"

c. Sub-Factor 3: Management Control and Quality Assurance

i**. Element 3(a) Quality Control Plan:** The Offeror shall provide the Quality Assurance Plan/manual and shall meet the following minimum requirements:

1) A functional organization chart showing overall company management
2) The quality assurance organization
3) A description of the contractor's quality control system
4) The assignment of specific responsibility for the following elements of quality control including written procedures specifying the methods of implementation;

(i) Performance and witnessing of tests and inspections
(ii) Preparation and maintenance of records
(iii) Control of non-conforming material (iv) Corrective action system
(v) Receipt inspection
(vi) Subcontractor control

ii. **Element 3(b) Material and Storage Plan:** The Offeror shall provide the following:

1) The location, number and total square footage of all storage areas including those proposed for the receipt and inspection of material necessary during performance under this contract A chart can be used but shall include the above required information. **Also, the Offeror shall confirm in writing that the storage areas proposed met the requirements of Work Item 0015 Section 7.3.2 - STORAGE.**

2) The plan shall identify the system to be used for Material Control addressing the following areas:

a. Advanced CFM material ordering.
b. Receipt, inspection, and identification of GFM and CFM
c. Control of pilferable and sensitive material
d. Control of damage and reporting system
e. Turn-in material, including equipment shipped to subcontractors for work
f. Scrap material and relative accounting system
g. Rip out material which is to be reinstalled
h. Procedure for critical material decisions such as substitution

iii. **Element 3(c) Heavy Weather Plan:** The Offeror shall submit a Heavy Weather Plan in accordance with Specification Item 0006 for Heavy Weather.

iv. **Element 3(d) Cold Weather Plan**: The Offeror shall submit a Cold Weather Plan in accordance with Specification Item 0007 for Cold Weather Weather.

v. **Element 3(e) Fire and Safety Plan:** The Offeror shall submit a Fire and Flooding Safety Plan
The plan shall include:

a. description of the ship repair facility fire protection and flooding protection measures/procedures,
b. agreements with local fire and rescue organizations,
c. firefighting response plan,
d. flooding response plan,
e. rescue response plan,
f. medical emergency response plan,
g. dewatering equipment available,
h. alternative firefighting provisions in the case of disabled fixed firefighting systems and
i. preventive measures that will be taken to ensure ship's safety during fire or flooding emergencies.

2) VOLUME II - PAST PERFORMANCE:

Offeror shall provide past performance information for three (3) previous contracts for Government and/or commercial businesses, which were ongoing or completed within five (5) years from the issue date of this solicitation. The past performance references shall consist of same or similar scope, magnitude or complexity to that which is detailed in the RFP. The information must be clear whether the work by the Offeror was done as a prime contractor or a subcontractor. An Offeror who describes similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP.

The past performance information shall consist of same or similar scope, magnitude and complexity to Attachment J-2 (WIs).

Offeror shall complete all columns of Attachment J-5 (Past Performance Information Sheet) for each contract reference (including those with CPARS ratings) with a detailed explanation demonstrating the similarity of the contracts to the requirements of this RFP.

The Past Performance Information Sheet is a document that the Offeror must complete and return with their proposal. An Offeror which submits a partially complete Past Performance Information Sheet with their proposal shall assume the Government will conduct the evaluation solely on the submitted information, which may render the proposal unresponsive, and therefore ineligible for award. 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 contract references for which the offeror has not received a CPARS, the Offeror shall instruct its customers to complete the Attachment J-6 (Past Performance Questionnaire) and return it before the closing date of this solicitation. It is the Offeror's responsibility to ensure its customers complete and submit Attachment J-6 in accordance with these instructions via e-mail to:

Ms. Annamaria Guarino, Contract Specialist, email: anna.guarino4.ln@us.navy.mil

Ms. Maria Di Lieto, Contracting Officer, email: maria.dilieto2.ln@us.navy.mil

Ms. Nicole Barnhart, Contract Specialist, email: nicole.e.barnhart.civ@us.navy.mil

Mr. Elias Stamatiades, Contract Officer, email: Elias.L.Stamatiades.civ@us.navy.mil

Any questionnaires received after the proposal due date/time may be considered late and may not be considered in the Offeror's past performance evaluation. The Government, at its discretion, will determine whether or not questionnaires received after the proposal due date will be considered. Questionnaire reviews submitted directly by the Offeror will be disregarded.
Instead, the Government may, but is not required to, reach out to the customers identified in Attachment J-6 directly for a review.

Offerors shall demonstrate with Attachment(s) J-5 and/or J-6 that the referenced contracts are recent (ongoing or completed within five (5) years from the issue date of this solicitation) and relevant (same or similar scope, magnitude or complexity) to the efforts required by this solicitation. The Offeror must indicate if the contracts were completed as prime contractor or as subcontractor. An Offeror that does not have recent and relevant past performance to provide for consideration shall affirmatively state it "does not have recent and relevant past performance for the Government to consider."

VOLUME III - PRICE PROPOSAL AND OTHER SUBMISSION REQUIREMENTS: The price proposal shall be comprised of the following documentation:

a. **RFP Section B "Supplies/Services and Price**:" Each Offeror is required to submit pricing information on all CLINs in Section B - Supplies /Services as described in Section B, Pricing. Prices are in US Dollars.

b. **Completed Attachment J-1 (Pricing Breakdown Worksheet)**: The Offeror shall submit a completed Attachment J-1, including all TABs. **If there is a discrepancy between the pricing submitted in Section B and Attachment J-1, Attachment J-1 shall govern.** Attachment J-1 pricing shall be submitted as follows:

i. Summary Tab: Offerors shall fill in all yellow shaded cells for each individual work item as well as the AGR Labor Rate and Subcontractor /Material Burden Percentage. For the work items, which have been greyed out, the Offeror shall insert pricing on the individual pricing tab associated with the work item. For some work, items not to exceed values have been established and are subject to a final balance.

The column "Other Costs" groups internal indirect costs, G&A and profit. Cost for subcontractors and material related to the work item shall not be included in the column "Other Costs".

ii. Work Item 0011 (General. Services) Tab: Pricing must be submitted for two (2) categories of services:
a. Unit Price based on Estimated Quantity - The Offeror must provide a unit price for each service identified.
b. One Daily Price Inclusive of the Following Services - The Offeror must provide a daily price, inclusive of all services listed as well as any other costs related to keeping the vessel at the contractor's pier including potential pier rental fee, if any.

iii. Work Item 0012 (IT Services) Tab: The Offeror must provide a daily price for the required services.

iv. Work Item 0023 (Hazardous Waste) Tab: The Offeror must provide a proposed percentage on the NOT TO EXCEED (NTE) amount of $50,000, based on the estimated cost of hazardous waste disposal (including any other costs associated, such as laboratory tests). The NOT TO EXCEED amount is subject to the final balance.

v. Work Item 0030 (Continuation of Services) Tab: includes prices for services that contractor shall continue to deliver as described in the parent work items in the event of the extension of the ship's availability period. A daily price shall be proposed for all Work Items expect for Work Item 011 which shall be priced as the above parent work.

vi. Work Item 0701 SLQ-32 HEAT EXCHANGER: Tab: Offerors must provide a unit price for each service based on the estimated quantity of labor hrs . Material for $500 is considered fully expended. If more material is required, the contractor shall provide proof to the port engineer.

vii. Work Item 0702 SATCOM ANTENNA GROM OE82: Tab: Offerors must provide the unit price for the services identified.

ix. Work Item 0703 NAVY CASH: Tab: Offerors must provide the unit price for the service identified.

x. Work Item 0704 SEATEL TVDTS UPGRADE: Tab: Offerors must provide a unit price for the service identified.

xi. Subcontractor's List Tab: The Offeror must provide subcontractor information for each work item, where applicable. The following information must be provided for each subcontractor's value higher than $20,000 at the work item level:

1. Subcontractor's Name
2. Number of Hours
3. Hourly Labor Rate
4. Whether the subcontractor is a 'mandatory source.' (A 'mandatory source' refers to when the terms of the work item require the use of one (1) source for a portion of the work.)

The Offeror must provide the same information if a specific subcontractor is proposed for more than one work item and the total amount of the subcontractor's effort for all WIs is equal to or higher than $20,000.
In addition to the above instructions, for any mandatory Original Equipment Manufacturer (OEM) subcontractor, the Offeror shall submit the OEM quote with their proposal regardless of the value.

xiii. Material's List Tab: The Offeror shall provide subcontractor information for each work item, where applicable. The following information must be provided for each material with a value higher than $20,000 at the work item level:
i. Subcontractor's Name
ii. Material Value
Whether the subcontractor is a mandatory source. A 'mandatory source' refers to when the terms of the work item require the use of one (1) source for a portion of the work.)
In addition to the above instructions, for any mandatory Original Equipment Manufacturer (OEM) subcontractor, the Offeror shall submit the OEM quote with their proposal regardless of the value.

xiv. Zero Dollar Pricing: For any WI with a total value of zero dollars proposed in Attachment J-1 the Offeror shall provide a written explanation as to why and acknowledge the Offeror will not be entitled to any pricing adjustments, should it ultimately be awarded the contract.

c. **Completed Representations and Certifications** - Located in Section K of this solicitation. The Offeror shall complete and submit with the offer. A written notification must be provided to the Contracting Officer if the Offeror has Representations and Certifications in the www.SAM.gov.

d. **System for Award Management (SAM) Registration** - Per the terms of the solicitation provision 52.204-7, the contractor must have an active registration in the SAM in order to be awarded a contract by

the US Government. The registration must be active before a contract award can be made to the contractor.

e. **DFARS 252.229-7001 Tax Relief** - The Offeror shall fill-in this clause with the required information.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	Feb 2026		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7007	Notice of Intent to Resolicit.	Jun 2012		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026

FAR Clauses Incorporated by Full Text

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

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

https://www.acquisition.gov/far-overhaul/

(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 [*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-1 with the notification*].

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

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

(End of provision)

252.215-7994	**Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. Alternate I (DEVIATION 2026-O0048)**	**(Mar 2026)**	**Alternate I Deviation 2026-O0048**	**(Mar 2026) (Mar 2026)**

Alternate I. (DEVIATION 2026-O0048) As prescribed in 215.110-70(e)(1) and(e)(1)(ii), use the following provision, which includes a different paragraph (c)(1).

REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATAOTHER THAN CERTIFIED COST OR PRICING DATA--ALTERNATE I(DEVIATION 2026-O0048) (MAR 2026)

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

"Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

"Non-Government sales" means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

"Relevant sales data" means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

"Sufficient non-Government sales" means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by Federal Acquisition Regulation (FAR) 15.404-1(b)(2)(ii).

"Uncertified cost data" means the subset of "data other than certified cost or pricing data" (see FAR 2.101) that relates to cost.

(b) *Exceptions from certified cost or pricing data*.

(1) In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in paragraphs (b)(1)(i) and (ii) of this provision. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted and whether the price is fair and reasonable.

(i) *Exception for price set by law or regulation - Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial product or commercial service exception*. For a commercial product or commercial service exception, the Offeror shall submit, at a minimum, information that is adequate for determining commerciality and evaluating the reasonableness of the price for this acquisition, including prices at which the same product or service or similar products or services have been sold in the commercial market. Such information shall include--

(A) For products or services previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;

(B) For subsystems of a major weapon system and components and spare parts of a major weapon system or subsystem of a major weapon system that have not previously been determined to be commercial--

(*1*) The comparable commercial product the Offeror sells to the general public or nongovernmental entities;

(*2*) A comparison between the physical characteristics and functionality of the comparable commercial product and the subsystem, component, or spare part, including--

(*i*) For products under paragraph (3)(i) of the "commercial product" definition at FAR 2.101, a description of the modification and documentation to support that the modification is customarily available in the marketplace; or

(*ii*) For products under paragraph (3)(ii) of the "commercial product" definition at FAR 2.101, a detailed description of the modification and detailed technical data to demonstrate that the modification is minor (e.g., information on production processes and material differences); and

(*3*) The national stock number (NSN) for the comparable commercial product, if one is assigned, and the NSN for the subsystem, component, or spare part; or

(*4*) If the Offeror does not sell a comparable commercial product to the general public or nongovernmental entities for purposes other than government purposes, the Offeror shall--

(*i*) Notify the Contracting Officer in writing that it does not sell such a comparable product; and

(*ii*) Provide the Contracting Officer with a comparison of the physical characteristics and functionality of the most comparable commercial product in the commercial market.

(C) For items priced based on a catalog--

(*1*) A copy of or identification of the Offeror's current catalog showing the price for that item; and

(*2*) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(D) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description;

(E) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item; or

(F) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

(c) *Requirements for certified cost or pricing data*. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Offeror shall submit certified cost or pricing data and supporting attachments in the following format: *[Insert description of the data and format that are required, and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.408-2, Table 15-1, Note 2. The Contracting Officer shall insert the description at the time of issuing the solicitation or specify that the format regularly maintained by the offeror or prospective subcontractor in its business operations will be acceptable. The Contracting Officer may amend the description as the result of negotiations.]*

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.403-4.

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-2(c)(1)(ii).

(d) *Requirements for data other than certified cost or pricing data*.

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include all data necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in Defense Federal Acquisition Regulation Supplement (DFARS) 215.402-70(a)(1), 215.404-170, and 234.7002(e).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) If the Offeror redacts data that identifies the customer (see DFARS 234.7002(e)(2)), then the Offeror shall include, for each sale, the following signed statement with the data submitted:

> "By submission of this data, the Offeror [*Offeror insert company name*] certifies that the customer was [*Offeror insert one or more of the following as applicable: a government customer (e.g., Federal, state, local, or foreign government); a commercial customer purchasing the same or similar product for governmental purposes; or a commercial customer purchasing the same or similar product for a commercial, mixed, or unknown purpose]*."

(4) The Offeror shall provide information described as follows: *[Insert description of the data and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-1 or DFARS 234.7002(e)]*.

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(5) Within 10 days of a written request from the Contracting Officer for additional information to support proposal analysis, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(6) *Subcontract price evaluation*.

(i) Offerors shall obtain from subcontractors the information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost information may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary--

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented.

(e) *Subcontracts*. The Offeror shall insert the substance of this provision, including this paragraph (e), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. The Offeror shall require prospective subcontractors to adhere to the requirements of--

(1) Paragraph (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in 215.403-3 (a); and

(2) Paragraph (d) of this provision for subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section M - Evaluation Factors for Award

I. GENERAL

1. The Government intends to award one Firm-Fixed-Price (FFP) contract resulting from this RFP to the responsible Offeror whose offer, conforming to the solicitation, provides the best value to the Government, using trade off source selection procedures in accordance with FAR 15.103-1 and Section M of this solicitation.

2. The Government reserves the right to determine which proposals show the capability to meet the requirements of this solicitation. The Government reserves the right to eliminate from further consideration those proposals which are considered unacceptable and not capable of being made acceptable without major rewrite or revisions.

3. The Government intends to make an award on the basis of initial proposals without conducting negotiations but reserves the right to conduct negotiations if determined by the Contracting Officer to be necessary (FAR 52.215-1). Therefore, each initial proposal should contain the Offeror's best terms from a price and technical and past performance standpoint.

4. Offerors are advised that the Government will not evaluate any proposal information not contained within the body of the proposal for the Technical Capability and Price Volumes. The Government reserves the right to any other sources of information reasonably available for evaluation of Past Performance.

5. Offerors that take exception to the Government's technical requirements in the Technical Capability volume will not be considered for award; therefore, any exception to the Government's technical requirements must be resolved prior to the solicitation closing date.

6. If the Government receives proposals from multiple Offerors and the Government believes any of the Offerors are owned or controlled by the same company, the Government reserves the right to request additional information to determine the ownership and control of the Offerors. The Government, in its sole discretion, will use this information and any other information available to the Government to determine if it will treat such proposals as individual proposals from the different Offerors or alternative proposals from a single Offeror.

II. BASIS OF AWARD

1. A contract will be awarded to the Offeror who is deemed responsible in accordance with FAR 9.104, whose proposal conforms to the RFP's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and represents the best value to the Government in accordance with FAR 15.103-1 and this Section M.

2. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit(s) in response to the requirement. The Offeror is advised that the proposal meeting the solicitation requirements with the lowest price may not be selected for an award if award to a higher priced Offeror is determined to be more beneficial to the Government.

3. The Government will select the best overall proposal, based on an assessment of the following evaluation factors:

a. Technical Capability

b. Past Performance

c. Price

4. The Government will evaluate Factor 1 (Technical Capability) on an Acceptable/Unacceptable basis. However, if an Offeror is found to be 'Unacceptable' for Factor 1, then the Government reserves the right not to conduct additional evaluation of that Offeror's proposal. If an Offeror is found to be 'Acceptable' for Factor 1, the Government will then perform a trade off evaluation between Past Performance (Factor 2) and Price (Factor 3). Past Performance is more important than Price. The Government will base its award decision on an assessment of proposals against all evaluation criteria in the solicitation.

III. EVALUATION METHODOLOGY

FACTOR I: TECHNICAL CAPABILITY The Government will evaluate the Offeror's proposal to determine the Offeror's understanding of, approach to, and ability to meet the solicitation requirements. The Government will assess the Offeror's technical proposal with respect to its compliance with the solicitation requirements and risk associated with the Offeror's approach. The Technical Capability factor is comprised of equally important sub-factors. A rating of "Unacceptable" in any of the sub-factors will render the entire Technical Capability proposal factor "Unacceptable" and, therefore, ineligible for award. Technical Capability evaluation is comprised of the following three (3) sub-factors. Within the technical sub-factors, there are multiple elements, which will all roll up under the overall acceptability of that sub-factor, and the elements will not be separately rated.

Sub-Factor 1: Understanding the Requirement: The Government will evaluate the Offeror's proposal to determine the Offeror's understanding of, approach to, and ability to meet the solicitation requirements. The Government will assess the Offeror's technical proposal with respect to its compliance with the solicitation requirements and risk associated with the Offeror's approach.

a. Element 1 (a): Milestone Schedule

b. Element 1 (b): Mandatory Usage of OEM'sand Required Certification

Sub-Factor 2: Ability to Perform the Statement of Work

a. Element 2 (a): Facilities Requirement

b. Element 2 (b): Berth, Approach, and Mooring

Sub-Factor 3: Management Control and Quality Assurance

a. Element 3 (a): Quality Control Plan

b. Element 3 (b): Material and Storage Plan

c. Element 3 (c): Heavy Weather Plan

d. Element 3 (d): Cold Weather Plan

e. Element 3 (e): Fire and Safety Plan

The three sub-factors will be evaluated using the below Table M.1.

Table M.1. Technical Acceptable/Unacceptable Ratings

Rating	**Description**
Acceptable	Proposal clearly meets the requirements of the solicitation
Unacceptable	Proposal does not clearly meet the requirements of the solicitation

FACTOR II - PAST PERFORMANCE.

1. The Government will review the past performance information provided as specified in FAR 52.215-1 Instructions to Offerors--Competitive Acquisition in order to determine the Offeror's relative capability to successfully meet the requirements of the solicitation based upon their previous performance on similar efforts. The purpose of the past performance evaluation is to allow the Government to assess the Offeror's ability to perform the ROH effort described in this RFP, based on the Offeror's demonstrated present and past performance. Past Performance for hospitality, mission control center, and lodging will not be evaluated.

2. Using the J-5 Past Performance Information sheet, the information received with J-6 Past Performance Information Questionnaire for the references without CPARS ratings for the same or similar work performed in the last five (5) years from the date of this solicitation, and other information independently obtained from Government or commercial sources, the Government will assign an overall performance confidence rating. The rating for each Offeror whose past performance is evaluated, will be consistent with the Past Performance Confidence table below.

3. Each Past Performance effort will be evaluated for recency, relevancy, and quality. Recency will be validated by those past performance submissions that meet the requirement of having been performed in the past five (5) years from the date of the solicitation. The Government will evaluate relevancy as follows:

Table M.2. Relevancy Ratings

Rating	**Definition**
Very Relevant(VR)	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant(R)	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

SomewhatRelevant (SR)	Present/past performance efforts involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant(NR)	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

4. The Government will first determine the recency and relevancy of each past performance effort being evaluated. The quality of the Offeror's past performance, general trends, and usefulness of the information shall be incorporated into an overall Past Performance Confidence Assessment rating. The ratings that will be assigned to each Offeror are in the Past Performance Confidence table below.

Table M.3. Confidence Ratings

Rating	Definition
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonableexpectationthattheOfferorwillsuccessfullyperformtherequiredeffort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectationthattheOfferorwillbeabletosuccessfullyperformtherequiredeffort.
Unknown Confidence(Neutral)	No recent/relevantperformancerecordisavailableortheOfferor'sperformancerecordis so sparse that no meaningful confidence assessment rating can be reasonably assigned.

5. In accordance with FAR 15.305(a)(2)(iv), an Offeror without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance. The lack of a performance record will result in an 'Unknown Confidence'/neutral performance confidence rating, meaning the rating is treated neither favorably nor unfavorably.

FACTOR III - PRICE

1. The Government will evaluate the offers for completeness and to ensure that a fair and reasonable firm fixed price is determined for award.

For completeness evaluation purposes, the Government shall ensure that the Offeror has:

a. Completed all tabs of the Attachment J-1Pricing Worksheet for all work items as required under Section L; and

b. Completed all Prices in Section B of the RFP (CLIN0001,CLIN0002, and CLIN 0003).

The Government will evaluate the total Evaluated Price for award purposes, which is in the AttachmentJ-1, Tab Evaluated Price. The Total Evaluated Price includes the total amount for:

CLIN 0001 - Work Items (WIs) - Category A (CAT A)
CLIN 0002 - (Option) Category B (CAT B) Work Item 030 - Continuation of Services

CLIN 0003 - (Option) Additional Government Requirements (AGR)

c. Options .Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

IV.THE BEST VALUE PROCESS BETWEEN PAST PERFORMANCE AND PRICE

The Government reserves the right to make an award to other than the lowest priced Offeror or to the Offeror with the highest past performance confidence assessment, if the Contracting Officer determines that to do so would result in the best value to the Government, in accordance with FAR15.103-1. The contract resulting from this RFP will be awarded to that responsible Offeror (in accordance with FAR 9.104) whose offer, conforming to the RFP, is determined to provide the best value to the Government, which may not necessarily be the proposal offering the lowest priced offeror or the offeror with the highest past performance confidence assessment. Among those proposals rated acceptable for Technical Capability, the award will be based on the combined evaluations of past performance and price, withpastperformancebeingmoreimportantthanprice. Theimportanceofpriceasanevaluation factor will increase with the degree of equality of the proposals in relation to the evaluation results for the Past Performance factor.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-4	Evaluation of Options Exercised at Time of Contract Award. (Deviation 2026-O0038)	Feb 2026		
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	Feb 2026		