SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
	53

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N3220526R00020002	18 Jun 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Shelby BEACH	564-226-7552	20 Aug 2026 05:00 PM

9. ISSUED BY CODE N32205

MSCHQ NORFOLK
471 EAST C ST., NORFOLK VA 23511
NORFOLK, VA 23511
UNITED STATES
Shelby BEACH, Email: shelby.m.beach.civ@us.navy.mil Telephone: 564-226-7552

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR:

- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 488390

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

See Section G - Contract Administration Data

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED . ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Section A - Solicitation/Contract Form

Underwater Hull Maintenance and Repair Services

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Allowed Per Order

Minimum: 15,000.00 Dollars, U.S.
Maximum: 10,000,000.00 Dollars, U.S.

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	The Contractor shall provide underwater hull maintenance and repair services supporting Military Sealift Command (MSC) vessels. Pricing will be in accordance with Exhibit B - F: Ordering Period 1 - 5 Pricing Sheets. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 0002	Six-Month Option to Extend Services IAW FAR 52.217-8. Pricing will be in accordance with Exhibit G: Six-Month Option Pricing Sheet. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Pricing Arrangement: Firm Fixed Price	1	Job		
0003	Exhibit A - Contract Data Requirements List (CDRLs) (Not Separately Priced) Pricing Arrangement: Firm Fixed Price				

Section C - Description/Specifications/Statement of Work

Requirements

The purpose of this solicitation is to award a contract for worldwide diving services to supplement the Navy diving and underwater ship husbandry capabilities. The primary purpose of this contract is to provide underwater hull cleaning, hull inspections and surveys, incidental repairs, cofferdam services and storage, and other related ship husbandry on the underwater portion of MSC vessels. Refer to Attachment 1 - Performance Work Statement (PWS) for the full requirement.

Additional Regulation or Supplemental Clauses Incorporated by Full Text

N32205.52.211-9Z02 Ship & Base Access (Jun 2025)

Vendors are responsible for correctly submitting forms/applications. Vendors are encouraged to monitor email using the "Request a Read Receipt" function and to confirm receipt of facsimile transmissions.

Due to enhanced security measures, ship and base access is required for pre-award ship visits (e.g. ship-check) and contract performance. Specifically, the following permissions are required:

1. Navy Installation Access: Offerors must complete a Department of the Navy Local Population ID Card/Base Access Pass Registration form (SECNAV 5512/1). This form is required to conduct the background vetting and complete the access credentialing process. Contact TBD at TBD for a DoD SAFE link to submit the form encrypted.

2. Ship Access List (Vendor-Provided): On company letterhead, the vendor is required to provide an accurate, current list of visiting personnel prior to being admitted aboard the vessel. This list shall include name, title, and company name. No PII shall be submitted. A hand-delivered list will not be accepted. E-mail the letter at least four (4) days prior to the scheduled site visit to the Master, Chief Mate, Chief Engineer, and PPE.

(End of instructions)

Section D - Packaging and Marking

PACKAGING AND MARKING

Material and equipment designated for turn over to the Government shall be packed, crated, and prepared for shipment by the Contractor. Package material IAW DODMANUAL 4140.01, VOLUME 9, DOD SUPPLY CHAIN MATERIEL MANAGEMENT PROCEDURES, utilizing MIL-STD 2073-1(series) or commercial packaging in accordance with the ASTM D3951(series). All crating shall be IAW the International Standards for Phytosanitary Measures (ISPM): Guidelines for Regulating Wood Packaging Material in International Trade (ISPM Publication No. 15) to include certifying that the wood packaging material bears the mark has been subjected to an approved measure.

Per MIL-STD 129R(series) markings on outside of box/crate/container shall consist of a minimum 2-inch stenciled letters with:

VESSEL'S NAME/HULL NUMBER: TBD at order level

REQUISITION NUMBER: TBD at order level

PURCHASE/DELIVERY ORDER NUMBER: TBD at order level

Any previous markings that contradict current material inventory shall be painted over/removed.

Shipments for multiple vessels shall be delivered in separate boxes/crates/containers for each vessel.

CLINs MARKED FOB DESTINATION (NORFOLK, VA): Deliveries requires 48-hour advance notification to MSC_N48_Transportation_Team@us.navy.mil, phone number 757-443-3888 to facilitate delivery location (Bldg. W-143, Bldg. LP-26 or Williamsburg, VA). Contract number, requisition number, quantity, weight, and dimensions required. Hours of operation: 7:30 am - 3:00pm Eastern Time.

CLINs MARKED FOB DESTINATION (SAN DIEGO, CA): Deliveries requires 48-hour advance notification to MSCPAC_BATS@us.navy.mil, phone number 858-694-0307 to facilitate delivery location (San Diego or Port Hueneme). Contract number, requisition number, quantity, weight, and dimensions required. Hours of operation: 7:30 am - 3:00pm Pacific Time.

CLINs MARKED FOB ORIGIN: Contact MSC_N48_Transportation_Team@us.navy.mil or phone number: 757-443-3888 to coordinate Government pickup.

Vendor: TBD at order level

Representative's name: TBD at order level

Phone: TBD at order level

E-mail: TBD at order level

(End of instructions)

Section E - Inspection and Acceptance

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): *80156020630[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 Destination Instructions: Inspection and acceptance instructions will be specified in each task/delivery order. DoDAAC: N32205

	CountryCode: USA MSCHQ NORFOLK 471 EAST C ST., NORFOLK VA 23511 NORFOLK, VA 23511 UNITED STATES Contracting Officer Representative (COR), Designated COR Email: TBD Telephone: TBD
Option Line Item 0002	Inspection and Acceptance Location Both Destination Instructions: Inspection and acceptance instructions will be specified in each task/delivery order. DoDAAC: N32205 CountryCode: USA MSCHQ NORFOLK 471 EAST C ST., NORFOLK VA 23511 NORFOLK, VA 23511 UNITED STATES Contracting Officer Representative (COR), Designated COR Email: TBD Telephone: TBD

Section F - Deliveries or Performance

Overall Contract Delivery Period

Period of Performance
From 10 Aug 2026 to 09 Feb 2032

The ordering period above may include unexercised options

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 10 Aug 2026 To 09 Aug 2031	1 Job	
Option Line Item 0002	Period of Performance From 10 Aug 2031 To 09 Feb 2032	1 Job	

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.247-34	F.o.b. Destination.	Jan 1991		

Section G - Contract Administration Data

FLC Authorization

The Naval Supply Systems Command (NAVSUP) Fleet Logistics Center (FLC) Warranted Contracting Officers have authorization to execute orders, up to their warrant dollar limitation, against this contract in accordance with the Memorandum of Agreement that was established on 24 June 2020 between NAVSUP and the Commander, Military Sealift Command. FLC Warranted Contracting Officers have the authority to negotiate prices, within the limits of their warrant, for non-pre-priced supplies/services/travel considered within the scope of the work of the contract under all CLINs on this contract.

DFARS 252.217-7028 Over and Above Work

In accordance with DFARS 252.217-7028 Over and Above Work, the Government can establish a contract line item number (CLIN) for additional work that is within scope as long as agreed-to procedures are followed by the Government and the Contractor (KTR), and the Government can verify /accomplish the following in accordance with DFARS 252.217-7028(d):

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

N7 Responsibilities

1. During the acquisition planning phase, the requiring code shall conduct research and determine an estimated ceiling amount for the Over and Above Work CLIN. The basis of the Firm-Fixed Price ceiling amount can consist of technical knowledge, market research, and historical data. The requiring code shall provide an IGE and IGE justification that addresses the below for each work request:

(1) How was the estimate made?

(2) What assumptions were made?

(3) What information or tools were utilized?

(4) Where was the information obtained from?

(5) How did previous estimates compare with prices paid?

Your IGE and IGE Justification must address the standard work that will be performed immediately, and address the Over and Above Work CLIN that will be established as a separate line item on the contract.

2. Requiring code will be responsible for tracking the ceiling of the CLIN, provide IGE's and IGE justification for all work requests/Condition Found Reports (CFRs), confirming all work requests/CFRs are within scope, determine technical acceptability of any work requests/CFRs submitted (confirming hours are acceptable and materials that are being proposed are acceptable), and confirm/receive approval from the KO to proceed with any additional work. The requiring code shall provide any additional data that could assist the KO with determining the KTR's firm fixed price fair and reasonable.

3. Once CLIN reaches 80 percent of its ceiling, the requiring code will be responsible for contacting the KO to determine if any additional funding could be provided to increase the ceiling of the CLIN. If additional funding is to be provided, the requiring code will be responsible for providing additional funding and creating an additional PID in PMT. Also, N7 will be required to create a PID to de-obligate the Over and Above Work CLIN once all work is completed.

KO Responsibility

1. KO will ensure that the IGE and IGE justifications are provided and sufficient for all work authorizations associated with Over and Above Work costs.

2. The KO will also track the ceiling of the Over and Above Work CLIN, file and maintain all work requests and authorizations for additional work properly, approve/authorize/sign all work requests, confirm if additional work is within scope, and determine each work request's price to be fair and reasonable before giving authorization.

3. Once work is completed, the KO will be responsible for de-obligating the Over and Above CLIN to its final actual amount.

KTR Responsibility

1. Submit each condition found report to the COR and PPE. CFRs for additional work shall include the CFR number and a description of the additional work that is necessary in order to complete the contract. The KTR shall send a firm-fixed price quote to complete the CFR to the KO and Contracting Specialist which includes a cost breakdown for labor (labor rate and hours if applicable), cost breakdown for travel cost if applicable (Please provide any other than certified pricing data to support your cost if applicable), and material cost if applicable (Please provide any other than certified pricing data to support your cost).

2. In order to receive approval by the KO to proceed with the additional work, the KTR will be sent a work request authorization form to sign, and the KTR will send the form back to the KO for signature. Once bilateral signatures are received, the KTR can proceed with the performing the required work.

3. Track the ceiling cost of the Over and Above Work CLIN. Contact the KO and COR once 80% of the CLIN has been obligated.

Procedures

The below procedures shall be followed for each task order:

1. KTR shall send work request/CFR for additional work to the COR, KO/Contract Specialist, and PPE. Afterward, the KTR will send a firm-fixed price quote to the KO and the Contract Specialist based on the work that was specified in the CFR that was sent to the COR and PPE.

2.The COR and/or PPE will determine if the work request for additional work is within scope of the contract and will develop an IGE and IGE justification based on the description of the additional work that is needed for the specific CFR.

3. If the work request/CFR is within scope, the work request/CFR and IGE documentation is sent to the KO.

4. KO confirms if the additional work is within scope of the contract, KO will determine if the firm-fixed price proposed by the KTR is fair and reasonable, the COR and/or PPE confirms that the KTR's quote is technically acceptable, and the KO sends a work request authorization form for the KTR to sign. Once the KTR signs the work request authorization form, the KO will sign the work request authorization and send a bilaterally signed copy to the KTR, COR, and PPE, and then KTR can proceed with the additional work that was authorized.

5. The PPE, COR, KTR, and KO will track the ceiling for the Over and Above Work CLIN until all work is completed during the period of performance of the contract.

6. Once all work is completed, a bilateral modification will be sent to the KTR to de-obligate any additional funds for the Over and Above Work CLIN that were not obligated during the period of performance of the requirement. Furthermore, a list of the work authorizations/CFRs that were completed during the period of performance will be listed within the modification which include the firm-fixed price for each work authorization that was approved by the KO. The KTR will review, sign, and return the modification to the KO. The KO will sign and send a bilaterally signed copy back to the KTR.

*The Over and Above CLIN that is established on the order is a not to exceed (NTE) CLIN and the specified value of that CLIN is not guaranteed to the contractor. The KTR will only be paid for the actual work authorizations that they execute and complete. All work authorizations submitted will be approved and executed at a firm-fixed price.

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.231-7000	Supplemental Cost Principles	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card.	May 2018		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

TBD at order level

(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.

TBD at order level

(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	TBD at order level
Issue By DoDAAC	TBD at order level
Admin DoDAAC	TBD at order level
Inspect By DoDAAC	TBD at order level
Ship To Code	TBD at order level
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	TBD at order level
Service Acceptor (DoDAAC)	TBD at order level
Accept at Other DoDAAC	____
LPO DoDAAC	TBD at order level
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.

TBD at order level

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

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

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

N32205.52.232-9Z01 MSC Specific Wide Area Workflow (WAWF) Instructions (Jun 2025)

The information contained in this instruction is supplemental to DFARS 252.232-7006.

The information contained in the table in DFARS 252.232-7006 is for WAWF purposes only. Contradictory information elsewhere in this contract, e.g. Ship to DoDAAC, shall be followed per the terms and conditions of the contract.

When entering the invoice into WAWF, the Contractor shall fill in the DoDAAC fields or DoDAAC extensions exactly as shown in the table in DFARS 252.232-7006. Fields that should not be filled in when entering the invoice into WAWF will be indicated with the direction, “Leave Blank.”

In some situations, the WAWF system will pre-populate the “Pay DoDAAC,” “Admin By DoDAAC” and “Issue By DoDAAC.” The Contractor shall verify that those DoDAACs automatically entered by the WAWF system match the information in the table in DFARS 252.232-7006. If these DoDAACs do not match, then the Contractor shall correct the field(s).

If submitting a COMBO invoice and receiving report, ensure that the “Inspection” and “Acceptance” defaults of “destination” for both fields are not changed in the WAWF online interface.

The CLINs on the WAWF invoice shall be entered exactly as set forth in the contract document including CLIN number (e.g. 0001), Quantity (may be adjusted for actual quantity or dollar value delivered and invoiced), and Unit Price (e.g. $1.00). The dollar amounts on each CLIN or SubCLIN on the WAWF invoice shall reflect final performance values, but in no instance can the dollar amount for each CLIN or SubCLIN (plus any previously submitted amounts submitted against the same CLIN or SubCLIN) exceed what is specified in the contract document. The Contractor shall bill to the lowest level, e.g., the SubCLIN level. The Quantity and Unit of Measure fields must be filled out exactly as indicated in the CLINs and SubCLINs to reduce the possibility of the invoice being delayed or rejected during processing.

Before closing out of an invoice session in WAWF, but after submitting the document or documents, the Contractor will be given the option to send additional email notifications by clicking on the “Send More Email Notifications” link that appears on the page. The Contractor shall click on this link and add the email address(es) listed below. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF system.

Invoice Approver: Name of LTD, PPE, or Requesting Tech POC from PR

Phone: TBD at order level

E-mail: TBD at order level

(End of instructions)

Section H - Special Contract Requirements

Defense Priorities and Allocations System (DPAS): Orders placed under this contract may be subject to the Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700). Should an order require a priority rating, the Request for Quote (RFQ) will include the provision FAR 52.211-14, Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use, and FAR 52.211-15, Defense Priority and Allocation Requirements, which will specify the applicable rating.

Section I - Contract Clauses

All Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) citations and clauses are incorporated in accordance with the overhauled FAR/DFARS parts and Class Deviations as maintained at https://www.acquisition.gov/far-overhaul/.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	Jun 2020	Alternate I	Nov 2021
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	Feb 2026		
52.211-15	Defense Priority and Allocation Requirements.	Apr 2008		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation)	Feb 2026		
52.219-9	Small Business Subcontracting Plan. (Deviation) (Alternate II)	Feb 2026	Alternate II	Feb 2026
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation)	Feb 2026		
52.222-3	Convict Labor. (Deviation)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation)	Feb 2026		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation)	Feb 2026		
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (Deviation 2026-O0038)	Feb 2026		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation)	Feb 2026		
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation)	Feb 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-23	Sustainable Products. (Deviation)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Jun 2020		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.232-18	Availability of Funds.	Apr 1984		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-36	Payment by Third Party. (Deviation)	Feb 2026		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	Feb 2026		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation)	Feb 2026		
52.242-5	Payments to Small Business Subcontractors.	Jan 2017		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	Feb 2026		
52.245-1	Government Property. (Alternate I)	Sep 2021	Alternate I	Apr 2012
52.245-9	Use and Charges.	Apr 2012		

DFARS Clauses Incorporated by Reference

		Effective	Alternate/	Variation

Number	Title	Date	Deviation	Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7023	Reporting Requirements for Contracted Services. (Alternate I)	Jul 2021	Alternate I	Jul 2021
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.217-7028	Over and Above Work.	Dec 1991		
252.219-7996	Small Business Subcontracting Plan (DoD Contracts). (DEVIATION 2026-O0037)	Feb 2026	Deviation 2026-O0037	Feb 2026
252.222-7004	Compliance with Spanish Social Security Laws and Regulations.	Jun 1997		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission after Award.	Jul 2024		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7013	Duty-Free Entry.	Aug 2025		
252.225-7021	Trade Agreements.	Feb 2024		
252.225-7033	Waiver of United Kingdom Levies.	Apr 2003		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	May 2024		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	Aug 2018	Deviation 2018-O0019	Aug 2018
252.225-7980	Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008)	Jun 2016	Deviation 2016-O0008	Jun 2016
252.225-7987	Requirements for Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2021-O0004)	Feb 2021	Deviation 2021-O0004	Feb 2021
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004)	Sep 2017	Deviation 2017-O0004	Sep 2017
252.225-7997	Contractor Demobilization (DEVIATION 2013-O0017)	Aug 2013	Deviation 2013-O0017	Aug 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.227-7037	Validation of Asserted Restrictions on Technical Data.	Jan 2025		
252.227-7990	Technical Data--Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.228-7006	Compliance with Spanish Laws and Insurance.	Dec 1998		
252.229-7006	Value Added Tax Exclusion (United Kingdom)	Dec 2011		
252.229-7007	Verification of United States Receipt of Goods.	Jun 1997		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	Feb 2026	Deviation 2026-O0025	Feb 2026
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7001	Contractor Purchasing System Administration. (Alternate I)	Jan 2025	Alternate I	Jan 2025
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	Feb 2026	Deviation 2026-O0015	Jan 2026
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.246-7003	Notification of Potential Safety Issues.	Jan 2023		
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.216-18 Ordering. **(Aug 2020)**

ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10 August 2026 through 09 August 2031[insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $15,000.00[insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $10,000,000.00[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of $10,000,000.00[insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Deviation) (Feb 2026)

INDEFINITE QUANTITY (FEB 2026) (DEVIATION)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after the specified end date in the task or delivery order[insert date].

(End of clause)

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

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days before the contract expires.[insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

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

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

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

Employee Class	**Monetary Wage-Fringe Benefits**
Diver (47040)	$33.14/hour - 38.6%
Diver Tender (47041)	$31.91/hour - 38.6%
Dive Supervisor	$35.42/hour - 38.6%
Program Manager	$37.57/hour - 38.6%
Console/Rack Operator	$28.46/hour - 38.6%

Log Keeper	$25.01/hour - 38.6%
___	___

(End of clause)

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

Alternate I (Feb 2026) (Deviation). 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:
TBD at Order Level	TBD at Order Level	TBD at Order Level
___	___	___

[*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.*]

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52 https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html ____[Insert one or more Internet addresses]

(End of clause)

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

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: CMMC Level 2 (Self) *Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.209-7010 Critical Safety Items. (Aug 2011)

CRITICAL SAFETY ITEMS (AUG 2011)

(a) *Definitions*.

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

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

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

(iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity" means-

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

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

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

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

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

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

___

___

___

___

(Insert additional lines as necessary)

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

(End of clause)

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

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier*.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

252.225-7963 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)*.Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

N32205.52.225-9Z01 Duty-Free Entry (Feb 2026)

This material requires duty free entry into the US. Contractor is to initiate the entitlement request via Procurement Integrated Enterprise Environment (PIEE) Transportation module (formerly the Duty Free Entry module): https://piee.eb.mil/. If you require assistance, please contact the PIEE helpdesk at 1-866-618-5988. This purchase order will not be modified to reimburse the contractor for any customs fees incurred for failure to request duty free entry via this program.

(End of instructions)

Section J - List of Attachments

Exhibits:

Id	Exhibit Name	Exhibit Description	Reference Identifier	Date	Line Item
A	Exhibit A - CDRLs A001 - A011 Rev. 1	Contract Data Requirements List (CDRL)		20 Mar 2026	
B	Ordering Period One (Year 1) - Rev. 1			20 Mar 2026	
C	Ordering Period Two (Year 2) - Rev. 1			20 Mar 2026	
D	Ordering Period Three (Year 3) - Rev. 1			20 Mar 2026	
E	Ordering Period Four (Year 4) - Rev. 1			20 Mar 2026	
F	Ordering Period Five (Year 5) - Rev. 1			20 Mar 2026	
G	Option Period (6-Month Option) - Rev. 1			20 Mar 2026	
H	Summary Pricing Sheet -			20 Mar 2026	
J	C1007021A Cofferdam Formal Work Package Requirements	Supporting Technical Documentation		20 Mar 2026	
K	P100702A Cofferdam and Freeboard Requirements for Ship Repairs_Redacted	Supporting Technical Documentation		20 Mar 2026	

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	Attachment 1 - UWH IDIQ PERFORMANCE WORK STATEMENT (PWS) Rev. 2	Performance Work Statement		20 Mar 2026
02	Attachment 2 - Representation and Certification			20 Mar 2026

03	Attachment 3 - NON DISCLOSURE AGREEMENT			20 Mar 2026
04	Attachment 4 - CORPORATE EXPERIENCE DATASHEET			20 Mar 2026
05	Attachment 5 - PAST PERFORMANCE DATA SHEET			20 Mar 2026
06	Attachment 6 - PERFORMANCE QUESTIONNAIRE			20 Mar 2026
07	Attachment 7 - Ship Characteristics Rev. 1	Supporting Technical Documentation		20 Mar 2026
08	Attachment 8 - Wage Determinations WD	Wage Determination		24 Mar 2026
09	Attachment 9 - GFP Attachment	Scheduled Government Furnished Property		21 Apr 2026

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.223-1	Biobased Product Certification. (Deviation)	Feb 2026		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	Mar 2024	Deviation 2024-O0006	Mar 2024
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024

FAR Clauses Incorporated by Full Text

52.209-5 Certification Regarding Responsibility Matters. (Deviation) (Feb 2026)

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation) (Feb 2026)

REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2026) (DEVIATION)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.219-1 Small Business Program Representations. (Deviation) (Feb 2026)

SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2026) (DEVIATION)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern-

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

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

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 488390[insert NAICS code].

(2) The small business size standard is $47.0 million[insert size standard].

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

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

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

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

(c) *Representations.*

(1) The offeror represents as part of its offer that-

(i) it ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [____ _____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small disadvantage business concern.

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

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

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it ☐ is, ☐ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

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

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification. (Deviation) (Feb 2026)

EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-CERTIFICATION (FEB 2026) (DEVIATION)

(a) The offeror must check the following certification:

Certification

The offeror ☐ does ☐ does not certify that-

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1002-1(f)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror must notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

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

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

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

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

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

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

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

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

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

(c) *Representation*. The Offeror represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

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

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

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

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

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

uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

☐ (i) Paragraph (g) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Use with Alternate I.

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

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

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

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

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

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

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

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

(End of provision)

252.225-7000 Buy American--Balance of Payments Program Certificate. (Feb 2024)

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

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) *Evaluation.* The Government-

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

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

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

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

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
____	____
____	____
____	____

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

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

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

Domestic end products containing a critical component or a critical item:

Line Item Number ____

[List as necessary]

(End of provision)

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

52.212-1 (ADDENDUM) INSTRUCTIONS TO OFFERORS - COMMERICAL PRODUCTS AND SERVICES

Any inconsistency between FAR Provision 52.212-1 and the Addendum to FAR 52.212-1 shall be solved by giving precedence to the Addendum to FAR 52.212-1.

All Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) citations and provisions are incorporated in accordance with the overhauled FAR/DFARS parts and Class Deviations as maintained at https://www.acquisition.gov/far-overhaul/.

REQUIREMENTS FOR SUBMISSION OF PROPOSALS

Proposal Submittal and Inquiries:

- PLEASE ONLY SUBMIT (1) ONE PROPOSAL. MULTIPLE OFFERS WILL NOT BE ACCEPTED. Proposals shall be sent via email to Mr. Timothy Lewis, timothy.lewis60.civ@us.navy.mil, and Mrs. Shelby Beach, shelby.m.beach.civ@us.navy.mil. Other submission methods will not be accepted. Offerors are responsible for ensuring that the Government receives the complete proposal by the due date and time for proposal submission. To be timely, an E-mail proposal must be received in its entirety in the designated E-mail inbox by the due date and time for proposal submission indicated on the SF1449. An E-mail proposal that resides on a government server but has not appeared in the designated E-mail inbox by the due date and time for proposal submission will be considered late unless the exception at FAR 52.215-1(c)(3)(ii)(A)(1) applies. The exception at FAR 52.215-1(c)(3)(ii)(A)(2) shall not apply to E-mail proposals.
- Questions regarding the solicitation may be sent, via email only, to Mr. Timothy Lewis, timothy.lewis60.civ@us.navy.mil, and Mrs. Shelby Beach, shelby.m.beach.civ@us.navy.mil. No verbal questions will be accepted. All questions must be submitted in writing to the aforementioned email addresses. Questions will not be accepted after 15 calendar days of the solicitation posting date.
- The proposal must demonstrate an understanding of, and the ability to meet, all the requirements set forth in the Performance Work Statement (PWS) referenced herein. Throughout the proposal, the Offeror shall provide sufficient detail to substantiate the validity of all statements. The Offeror shall demonstrate that the proposal is in compliance with the requirements, terms, and conditions of the solicitation. Failure to conform to any of the requirements of the solicitation may form the basis for rejection of the proposal.
- Please be advised, the Government is requiring all offerors to submit a new proposal in response to Amendment 0002 of the Solicitation. Proposals submitted in response to the original solicitation and the prior amendment will not be evaluated, and the Government will not utilize any information, pricing, or technical details from those previous proposals. Offerors must ensure that their new proposal fully addresses all requirements of the amended solicitation and contains all required documentation as detailed in Section L.

The proposal shall be presented in four (4) separately bound volumes:

- Volume I (Solicitation Documents: Cover Letter, Attachment 2 - Clauses/Provisions, Attachment 3 - Non-Disclosure Agreement, and Certification of Trafficking in Persons Compliance Plan)
- Volume II (Technical: Factor 1 - Corporate Experience and Certification: Attachment 4 - Corporate Experience Datasheet and Factor 2 - Innovative Approach)
- Volume III (Past Performance and Small Business: Factor 3 - Past Performance: Attachment 5 - Past Performance Datasheet and Attachment 6 - Past Performance Questionnaire and Factor 4 - Small Business Participation Commitment, and Small Business Subcontract Plan)
- Volume IV (Price: Factor 5 - Price: Exhibits B-H - Pricing Sheets)

The electronic copies shall be in either Microsoft Word or Portable Document Format (PDF), with the exception of the following: signed SF1449 and any amendments, which must be included in the proposal as scanned .pdf files; the price proposal, which must be submitted in Excel format; and the video submissions, which must be in video format. Offerors are advised that the Government may be unable to receive other types of electronic files (e.g., .zip files) or files in excess of 20 megabytes. Each volume should have its own File, separate from the other volumes. Volumes I, II, and III shall not contain any pricing data. The pages are to be typewritten; no less than 1 1/2-line spacing, and no smaller than 12- point font size. Each volume of the proposal shall be clearly marked as to the volume number, the RFP number, and the Offeror's name. Pages shall be numbered consecutively within each volume showing volume and page. For example, page 19 of Volume I would be numbered I-19 and page 10 of Volume II would be numbered II-10.

The Offeror is advised that the Government may selectively verify any information provided in the proposal. The Offeror understands that any false, fictitious, or fraudulent claims or statements made in connection with their technical proposal may subject the Offeror to civil or criminal penalties under the False Claims Act [31 U.S.C. (S)(S) 3729-3733], as amended, and other applicable laws, including but not limited to damages, fines, and debarment. Offerors shall submit their proposals in an organized manner that indicates the sections as set forth below. The Offeror is cautioned that it is responsible to ensure that material it desires to have evaluated for a particular section is contained in that specific section. The Government will not make assumptions regarding the information contained therein; only information contained in the proposals will be evaluated. Therefore, offerors must conclusively demonstrate in their proposals how the Government's stated requirements are met. If the Offeror considers any portion of its proposal "business sensitive", the Offeror should clearly label that portion as such in accordance with FAR 52.215-1.

VOLUME I: SOLICITATION DOCUMENTS

Solicitation Documents:

The Offeror shall provide the following:

1) A cover letter that includes:

a) The Solicitation number, the name, address, and telephone numbers of the Offeror;

b) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all services upon which prices are offered; and confirm that they have the financial capability to conduct the requirements outlined in the PWS;

c) The names, titles, telephone numbers, and e-mail address of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;

d) The names, titles, telephone numbers, and e-mail address of persons authorized to sign the quote on the Offeror's behalf;

e) "Remit to" address, if different than mailing address;

f) Company/Division's Data Unique Entity ID number; and Commercial and Government Entity (CAGE) Code.

2) Completed Representations and Certification as required by the RFP. Solicitation Attachment 2 requires the contractor to provide a response for the provisions and clauses that are listed within the attachment. Solicitation Attachment 2 is required to be submitted with offerors proposal or completed before award.

3) Acknowledgement of receipt of all RFP and RFP amendments by signing and submitting with proposal or before award. Failure to submit the acknowledgement of receipt of all RFP and RFP amendments can be rectified without conducting negotiations.

4) With respect to FAR 52.212-1(b), unless offeror inserts a shorter period by submission of an offer, offeror agrees that its offer, including any timely revisions thereto, shall remain valid until the Government makes award under this solicitation. The foregoing does not preclude an offeror from withdrawing its offer prior to award.

5) Exceptions: If applicable, the Offeror shall clearly detail any exceptions taken and the rationale for the exceptions taken to the RFP or its amendments. Please note that exceptions taken to the RFP may render the Offeror's quote unacceptable to the Government.

6) Financial Responsibility: The Offeror must have and confirm that they have the financial capability to conduct the requirements outlined in the PWS. Accordingly, the Offeror shall furnish information necessary for the Contracting Officer to determine the financial responsibility of the Offeror if requested.

7) Site Survey: If it is determined to be necessary to assess an Offeror's financial responsibility, the Government reserves the right to conduct a site survey of the Offeror's (and any proposed subcontractors) facilities and equipment and/or to require evidence of technical, managerial, and similar abilities to perform under the terms and conditions of the resultant contract.

8) Proposal Security Classification and Distribution: The classification of this proposal shall be UNCLASSIFIED. The originals and all copies of the Signed Solicitation Documents and Volumes I through IV shall be sent via email.

9) Restriction on Disclosure and Use of Data: Offerors who include data in their proposal they do not want disclosed to the public, or to be used by the Government for evaluation purposes only, shall mark such data in accordance with FAR 52.215-1. Such data shall be specifically identified by page(s), paragraph(s), sentence(s), and must not be generalized.

10) Attachment 3: Non-Disclosure Agreement is required to be signed and submitted with the offeror's proposal or before award.

11) Certification Regarding Trafficking in Person Compliance Plan: In accordance with FAR 52.222-56, the certification is required to be signed and submitted with the offeror's proposal or before award.

VOLUME II: TECHNICAL

FACTOR 1: Corporate Experience and Certification

The offeror shall provide a detailed description of the company's experience in waterborne hull cleaning, hull inspections, incidental repairs, cofferdam work, and other associated ship husbandry, as required in this solicitation, that was performed on commercial, U.S. Navy, U.S. Coast Guard (USCG), and/or Military Sealift Command (MSC) ships. The offeror shall provide similar government contracts, government subcontract awards, commercial contracts, or commercial subcontract awards that are ongoing or completed during the last five (5) years (from the date of solicitation release) to validate this experience. If an offeror was awarded a single Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract, or was an awardee under an IDIQ Multiple Award Contract (MAC), the offeror shall provide both the base contract and the task order contract number. A Corporate Experience Datasheet (Solicitation Attachment 4) is required to be submitted for each contract that is provided. If the offeror provides a similar Department of War (DoW) contract, the offeror is not required to submit the contract with their proposal. The Government will retrieve the contract in Electronic Data Access (EDA), which is the web-based system that provides secure online access, storage, and retrieval of contracts and contract modifications throughout the DoW. All other contracts are required to be submitted as evidence with the offeror's proposal along with the completed Attachment 4.

The contracts that are submitted as evidence must include the performance work statement or scope of work for the contracted service. Please submit only the relevant sections of each contract as evidence, such as the parts that demonstrate your experience and provide proof that the contract was awarded to the offeror submitting a proposal. Avoid submitting entire contracts if large portions are not directly related to the work being validated.

In accordance with Section 3.0 of the PWS, the detailed corporate experience and submitted contracts will be evaluated based on the following requirements:

1. Hull Cleaning: Provide contracts showing demonstrated experience in waterborne hull cleaning operations including foul release coatings performed in accordance with Naval Ships' Technical Manual, Chapter 081, Naval Sea Systems Command (NAVSEA) S9086-CQ-STM-000/CH-081 (hereinafter referred to as NSTM-081).

2. Water Jet Propulsion Systems: Provide contracts showing demonstrated experience in cleaning, inspections, and the associated equipment utilized in accordance with NAVSEA's propeller/propulsor Visual Technical Inspection (VTI) requirements.

3. Hull Inspections and Minor Repairs: Provide contracts showing demonstrated experience in underwater hull inspections and minor repairs of ship components preformed in accordance with NSTM-081 and Underwater Ship Husbandry Manual, Chapter 17 entitled "Inspections" (NAVSEA S0600-AA-PRO-170). Include any experience with waterjet propulsion systems. Additionally, the offeror shall provide ten examples of their digital photography (color) and two examples of their video inspection capabilities. The underwater photographs and video recording shall be of underwater ship inspections performed in marine industrial waters of the Continental United States. The two digital videos shall not exceed 30 minutes each in duration and shall be submitted via a video link. The ship name, inspection date, and location shall be recorded on the digital image.

4. Cofferdam Design and Fabrication: Provide contracts showing demonstrated experience with the requirements for designing and fabricating cofferdams for commercial, U.S. Navy, USCG, or MSC use as it relates to the requirements outlined in Underwater Ship Husbandry Manual Chapter 16. This section should clearly articulate the offeror's understanding of requirements and specifications for cofferdam design and fabrication. The offeror will be evaluated based on providing similar contracts/subcontracts successfully completed that required engineering expertise, fabrication facilities, quality control processes, and any specialized equipment or certifications relevant to cofferdam work. Provide an example of a Process Control Procedure (PCP)/Formal Work Package (FWP) for review. These examples should demonstrate the Contractor's approach to managing the design, fabrication, and quality control aspects of cofferdam projects. All FWP submissions must meet the design requirements outlined in Underwater Ship Husbandry Manual Chapter 16.

5. Technical Writing: Provide contracts showing demonstrated experience in technical writing and report preparation of documentation, including analysis and recommendation of inspection data collected relative to waterborne hull cleanings, inspections, incidental repairs, and non-destructive tests conducted. The offeror shall provide experience managing data to ensure accurate and efficient transmission, storage, and retrieval of inspection and photographic information.

6. Operations Management: Provide contracts showing demonstrated experience in the ability to schedule adequate resources to perform the required services of the PWS. Offerors shall provide contracts demonstrating their ability to successfully manage and allocate resources to meet similar worldwide requirements. In addition, the submitted contracts shall provide demonstrated experience performing these services at a minimum of 2 geographical locations at the same time. Provide experience that you have established a training program that includes documented training on the

applicable regulations, procedures, and equipment as specified in the PWS or commercial standards. The training program shall ensure that all work is performed by experienced and knowledgeable personnel.

7. Equipment: Provide contracts showing demonstrated experience with the types and quantities of equipment required in the PWS. Include specific equipment features ensuring compliance with the specifications established in NSTM- 081 and their capabilities. Include specific operating procedures that mitigate the risk of damage to ship systems. The offeror shall provide evidence of an established and effective Preventive and Corrective Maintenance Program, including procedures, schedules, and records, and shall provide evidence of the available back-up equipment and spare parts support for the equipment proposed.

8. Cofferdam Storage and Transportation: Provide a comprehensive plan for the storage of cofferdams, including those provided as Government Furnished Property (GFP) and those fabricated under this contract. This plan shall demonstrate the offeror's ability to securely store cofferdams in a facility with a minimum area of 500 square feet and shall submit verification demonstrating their ability to meet all storage requirements as outlined in the PWS. The offeror's storage plan shall include inventory management procedures for tracking the receipt and storage of cofferdams as well as inspection procedures for regularly inspecting the cofferdams for damage or deterioration. The plan shall demonstrate the offeror's ability to ship cofferdams from the designated storage location to U.S. Navy and MSC vessels located in the specified geographical areas of the PWS. This verification may include, but is not limited to, facility diagrams, storage procedures, and transportation agreements.

The Offeror shall provide the following certification and documentation:

1) Certification:

   a) American Bureau of Shipping Recognized External Specialist for In-Water Surveys

2) Documentation:

   a) Crane and Weight Management Plan that is in compliance with PWS section 5.5

FACTOR 2: Innovative Approach

Offerors shall propose innovative approaches to accomplish the specific tasks in Section 3.0 of the PWS. The detailed description of the approach should describe the results in terms of efficiency and cost savings when compared to the industry standard practice. Offerors must provide an implementation plan and ensure compliance with existing regulations. The Government reserves the right to utilize the innovative approach at its discretion at the task order level. The goal is to encourage creative solutions that provide value while maintaining PWS compliance.

VOLUME III: PAST PERFORMANCE AND SMALL BUSINESS

FACTOR 3: Past Performance

Offerors are requested to provide information on up to three (3) previous Government contracts, of which the offeror was the primary Offeror, whose effort is or was recent and is relevant to the effort required by this solicitation.

"Recent" is defined as a contract in-progress for at least a full year or completed within the last three (3) years (from the date of this solicitation). If the offeror does not have three (3) Government contracts fitting the one year or three (3) years definition, then the offeror may submit information on recent and relevant subcontracts and/or commercial contracts.

"Relevancy" is defined in accordance with the Past Performance Relevancy Rating Method located in FAR 52.212-2 (Addendum), Evaluation - Commercial Products and Commercial Services.

A Past Performance Datasheet (Solicitation Attachment 5) is requested to be submitted for each contract to be considered as past performance. Offerors shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of this solicitation; a detailed description of the work performed for the contract; and the role performed, including whether the Offeror acted as a prime Offeror or a subcontractor. Offerors are responsible for the accuracy of all data provided. In evaluating past performance, the Government may contact some of the references provided by the offeror and other sources of information, including, but not limited to: Federal, state and local government agencies, better business bureaus, published media, and electronic databases. The Government may consider past performance information obtained from sources other than those identified by the offeror. The past performance evaluation will assess the offeror's probability of meeting the solicitation requirements. To develop an overall rating, the Government's evaluation will consider relevant information submitted by the offeror as part of its proposal and the Government's assessment and evaluation of other sources of information. Other sources of information for past performance may include, but are not limited to, Contractor Performance Assessment Reporting System (CPARS) reports, the Federal Awardee Performance and Integrity Information System (FAPIIS), System for Award Management (SAM.gov), other databases, questionnaires and interviews.

For the contracts the Offeror describes in a Past Performance Datasheet, the Offeror is requested to provide a Past Performance Questionnaire

(Solicitation Attachment 6) if there is not a completed CPARS evaluation to reference the organization that awarded the contract. The Government will not accept the Past Performance Questionnaire if there is a completed CPARS evaluation found for the contract. It is required that the reference, not the Offeror, email the completed Past Performance Questionnaire before the due date for proposals directly to Shelby Beach, shelby.m.beach.civ@us.navy.mil, (564) 226-7552. The Offeror, NOT THE GOVERNMENT, is responsible for ensuring that the Government receives a sufficient number of questionnaires.

All offerors shall address historical compliance with the requirements of FAR 52.219-8 (Utilization of Small Business Concerns) for each Past Performance Datasheet (Solicitation Attachment 5), specifically how they provided maximum practicable opportunities for small business concerns and the different socio-economic categories and established procedures to ensure timely payments for small business concerns and the different socio economic categories. In addition, large businesses shall address historical compliance with the requirements of FAR 52.219-9 (Small Business Subcontracting Plan) and DFARS 252.219-7003 (Small Business Subcontracting Plan, DOD Requirements) for each Past Performance Data Sheet (Solicitation Attachment 5), specifically how well they achieved the specific subcontracting goals or implanted procedures to achieve the subcontracting goals.

An offeror that does not have recent and relevant past performance to provide for consideration is requested to affirmatively state that it does not have recent and relevant past performance for the Government to consider.

FACTOR 4: Small Business Participation Commitment

NOTE: All Offerors, including Small Businesses, will be evaluated on this Factor.

All Offerors must provide a Small Business Participation Commitment Document (SBPCD) to address the Offeror's approach to securing small business participation, including subcontracting opportunities for firms identified in RFO Part 19, as reflected in the following areas:

The offeror shall provide the extent of participation of small business prime offerors and small business subcontractors in terms of a percentage of the total acquisition value (total contract value). Provide a description of how those percentages were developed (e.g., market research, past experience with similar efforts, and common practices within the commercial marketplace for similar requirements).

Describe your current and planned proposed range of services and supplies that will be provided by small business concerns under any resulting contract. A detailed description of the complexity and variety of the work that is to be subcontracted out shall be provided. Provide a description of additional efforts that will be undertaken to develop opportunities for small business concerns. Provide the names of specific small business firms that will be providing the current and planned proposed range of services and supplies under any resulting contract or specific small business firms that will be targeted in the future. Delineate the socio-economic status of each. Offerors are required to provide written commitments for any small business in the SBPCD.

For large businesses, the SBPCD should have commitments that are equal to and consistent with the goals provided in the Small Business Subcontracting Plan across all socio-economic categories.

Offerors shall provide a detailed subcontractor management plan that outlines their process for selecting, monitoring, and managing subcontractors.

Small Business Subcontracting Plan

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, and DFARS 252.219-7996, Small Business Subcontracting Plan (DoD Contracts), other-than-small business concerns shall submit a Small Business Subcontracting Plan with their proposal. A Small Business Subcontracting Plan is NOT REQUIRED from small business concerns and will not be reviewed.

The Small Business Subcontracting Plan will be reviewed for acceptability. Failure to negotiate an acceptable subcontracting plan within the timeframe prescribed by the Contracting Officer will render the Offeror ineligible for contract award.

Offerors shall ensure that they submit a Small Business Subcontracting Plan with all of the information required by the aforementioned clauses. Note that in accordance with the Revolutionary FAR Overhaul (RFO) DFARS Deviation 219.206-3, the checklist at PGI RFO Deviation 219.206-3 may be used when reviewing subcontracting plans in accordance with RFO 19.206-3. Offerors are advised that historical compliance with FAR 52.219-8 and FAR 52.219-9 will be evaluated as part of past performance in future source selections, in accordance with DFARS 215.202-70(a). The finalized, accepted Small Business Subcontracting Plan will be incorporated directly into the resulting contract.

VOLUME IV: PRICE

FACTOR 5: Price

The offeror is required to complete and submit Exhibit B-H: Pricing Sheets (7 separate exhibits for ordering periods 1-5, the option period, and a summary pricing sheet). The Government will provide estimated quantities for each task within the ordering periods and option pricing sheets, and the offeror will be required to input their proposed labor rates. The completed pricing sheets for ordering periods 1-5 and the option period will be used to determine if an offeror's proposed rates are fair and reasonable, and the completed pricing sheets will be incorporated into the resulting contract award.

For the summary pricing sheet, the offeror shall input their total labor price from each ordering period and the option period and add the travel and material price of $7,532,616.00 to calculate a total evaluated price for the solicitation. The travel and material price of $7,532,616.00 is being given by the Government because the estimated quantities are unknown, and it would be impossible for offerors to accurately estimate the travel and material cost for this requirement.

The Government reserves the right to set the ceiling for the contract, and the summary pricing sheet will be used to evaluate the total proposed price. Each offeror's proposed total evaluated price will be evaluated for price evaluation purposes only. The Government reserves the right to set the ceiling of the contract at an amount that is equal to or higher than the awardee's proposed total evaluated price.

Offerors shall utilize the Microsoft Excel files and fill in all applicable blanks with their price or rate for each Task for the applicable region/Zone. Upon completion, Offerors shall save each file with the original file name preceded by the company's initials. For example:

i) Ordering Period One (Year 1) - SB

ii) Ordering Period Two (Year 2) - SB

iii) Ordering Period Three (Year 3) - SB

iv) Ordering Period Four (Year 4) - SB

v) Ordering Period Five (Year 5) - SB

vi) Option Period (6-Month Option) - SB

vii) Summary Pricing Sheet - SB

The Government may not accept electronic files that have been re-formatted. The Government may not accept additional pricing sheets, which display pricing data in different formats. Unit prices and rates should be rounded to the whole dollar for the tasks listed in the spreadsheets. Please utilize/refer to section 2.1 of the PWS to fill out the pricing excel attachments. "AA" thru "CD" represents the location zone and region. For example, "AA" means Zone A - Atlantic waters, and Region A -Virginia. Task 1 and Task 2 will require the contractor to provide a flat price for each Zone/Region and for each vessel class listed and not a per hour rate for these tasks. The remaining tasks require the contractor to provide rates for each task listed based on the Zone/Region. The labor rates should not include travel and materials. The estimated quantity tabs are estimates on the number of times a task may be needed for each Zone/Region and is only for informational purposes. Offerors are advised that offers containing only partially completed pricing schedules may be rejected as ineligible for award.

The Contractor is required to provide their fully burdened labor rate/price (inclusive of profit, G&A, etc.) for each task in each of the pricing spreadsheets provided. G&A and Profit will not be allowed as a separate charge for anything.

If the contractors feel that other labor categories are needed for this contract other than the categories provided by the Government in the pricing spreadsheets, then those labor categories can be quoted at the order level and will be evaluated at that time.

Also, please inform the government if the Service Contract Labor Standards statue FAR 52.222-41 will apply and what positions. However, if the contractor feels that they are exempt from the Service Contract Labor Standards, then the contractor must certify by following the instructions in FAR 52.222-52.

NOTICE OF AWARD

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. The Government reserves the right to incorporate proposal promises or terms that exceed the Government's requirement into the resulting contract. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after.

(End of Provision)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation)	Feb 2026		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation)	Feb 2026		

52.233-2 Service of Protest. (Deviation) Feb 2026

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Oct 2025		
252.225-7003	Report of Intended Performance Outside the United States	Oct 2025		

FAR Clauses Incorporated by Full Text

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

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

(a) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

☐ Offeror chooses to waive the evaluation preference.

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

(End of provision)

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan. (Deviation 2026-O0038) (Feb 2026)

CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (FEB 2026) (DEVIATION 2026-O0038)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror must submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds $700,000.

(c) The certification must state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

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

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html____[Insert one or more Internet addresses]

(End of provision)

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

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: CMMC Level 2 (Self) *[Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]*. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

252.215-7008 Only One Offer. (Dec 2022)

ONLY ONE OFFER (DEC 2022)

(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 FAR 15.403-3); 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 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, 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 FAR 15.404-1).

(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 Commercial invoices for the same or similar items/service, cost information, and any other pertinent information requested. [*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification*].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

(End of provision)

Section M - Evaluation Factors for Award

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7032	Waiver of United Kingdom Levies-Evaluation of Offers.	Apr 2003		

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation) (Feb 2026)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

1. Corporate Experience and Certifications
2. Innovative Approach
3. Past Performance
4. Small Business Participation Commitment
5. Price

Corporate experience and certifications will be rated on an acceptable or unacceptable basis only. An offeror that receives a rating of "unacceptable" in the corporate experience and certifications factor will not be further evaluated in the technical factor for innovative approach, making the proposal ineligible for award.

Offerors will be evaluated according to tradeoff procedures for Factors 2, 3, and 5. Past performance is more important than innovative approach, and both factors are significantly more important than price when combined.

Innovative approach will be rated utilizing the Combined Technical/Risk Rating Method. Past performance will be rated using Performance Confidence Assessments Rating Method. Small business participation commitment will be rated on an acceptable or unacceptable basis only.

An offeror who receives a rating of "Unacceptable", "Marginal", "Limited Confidence", or "No Confidence" for these factors will not be considered for award unless communications/discussions are conducted. An offeror's total evaluated price/rates that cannot be determined fair and reasonable and/or not in the best interest of the Government will not be considered for award unless communications/discussions are conducted.

An award can be made to a higher rated, higher priced offeror if they meet all solicitation requirements and are rated "Acceptable" in Factor 1 and 4 if the Source Selection Authority (SSA) determines that it is in the best interest of the Government to do so. As offerors approach equality in the non-price tradeoff factors, price becomes more important. Overall, the Government will award to the offeror who submits a proposal that is compliant with all solicitation terms and conditions and that provides a proposal that the Government deems to be in the best interest and the best value to the Government from a pricing, past performance, and technical standpoint.

Factor 1 - Corporate Experience and Certifications: To be rated technically acceptable, offerors must provide similar contracts demonstrating corporate experience in all eight requirements and must provide the one required certification and one required documentation as stated in FAR 52.212-1. Factor will be rated on an acceptable or unacceptable basis only in accordance with the rating table below.

CORPORATE EXPERIENCE AND CERTIFICATIONS - ACCEPTABILITY:

RATING	DESCRIPTION

ACCEPTABLE	Proposal meets the requirements of the solicitation.
UNACCEPTABLE	Proposal does not meet the requirements of the solicitation.

Factor 2 - Innovative Approach: Factor will be rated utilizing the Combined Technical/Risk Rating Method. Offerors will be assigned significant strengths, strengths, deficiencies, uncertainties, weaknesses, and/or significant weaknesses using the definitions from the DOD Source Selection Procedures dated Aug 2022 on Factor 2 related content within their proposal. Based on this evaluation, the offeror will be assigned an adjectival rating in accordance with the table below.

COMBINED TECHNICAL / RISK RATING METHOD FOR FACTOR 2:

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal demonstrates an exceptional technical approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Purple	Good	Proposal demonstrates a thorough technical approach and understanding of the requirements. The proposal contains at least one strength, or significant strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates adequate technical approach and understanding of the requirements. The risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated adequate technical approach, understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

Factor 3 - Past Performance: Factor will be rated utilizing the Past Performance Relevancy Rating Method and the Performance Confidence Assessments Rating Method. With respect to relevancy, more relevant past performance will have more influence on the past performance confidence assessment than past performance of lesser relevance. To determine relevance, the agency reserves the right to evaluate submitted contracts individually or in the aggregate.

PAST PERFORMANCE RELEVANCY RATING METHOD:

Adjectival Rating	Description
Very Relevant	Present/past performance effort involved performing essentially the same scope related to underwater hull cleaning, hull inspections and surveys, incidental repairs, cofferdam services, and other related ship husbandry for U.S. Navy commands, other Government agencies, or commercial entities in both CONUS and OCONUS locations under contracts/orders with a total contract value of at least $25M and essentially the same complexity.
Relevant	Present/past performance effort involved a similar scope related to underwater hull cleaning, hull inspections and surveys, incidental repairs, cofferdam services, and other related ship husbandry for U.S. Navy commands, other Government agencies, or commercial entities, in both CONUS and OCONUS locations under contracts/orders with a total contract value of at least $10M and similar complexity.
Somewhat Relevant	Present/past performance effort involved some of the scope related to underwater hull cleaning, hull inspections and surveys, incidental repairs, cofferdam services, and other related ship husbandry for U.S. Navy commands, other Government agencies, or commercial entities, either in CONUS or OCONUS locations under contracts/orders with a total contract value of at least $1M and some of the complexity.
Not Relevant	Present/past performance effort involved little or none of the scope related to underwater hull cleaning, hull inspections and surveys, incidental repairs, cofferdam services, and other related ship husbandry for U.S. Navy commands, other Government agencies, or commercial entities, either in CONUS or OCONUS locations under contracts/orders with a total contract value of at least $250,000.00 and little or none of the complexity.

PERFORMANCE CONFIDENCE ASSESSMENTS RATING METHOD:

Adjectival Rating	Description
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 reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
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 expectation that the offeror will be able to successfully perform the required effort.

Factor 4 - Small Business Participation Commitment: Factor will be rated on an acceptable or unacceptable basis only in accordance with the rating table below. All offerors (both other than small businesses and small businesses) will be evaluated on the extent of proposed participation/commitment to the use of small businesses in the performance of this contract (as small business prime offerors or small business subcontractors).

SMALL BUSINESS PARTICIPATION - ACCEPTABILITY:

RATING	DESCRIPTION
ACCEPTABLE	Proposal indicates an adequate approach and understanding of small business objectives.
UNACCEPTABLE	Proposal does not meet small business objectives.

Factor 5 - Price: Price analysis techniques will be utilized to determine the reasonableness of the proposed total evaluated price, including the six-month option, and labor rates in accordance with RFO 15.4. The total evaluated price/rates are required to be determined fair and reasonable in order for an offeror to be considered for award. The Government may determine that an offer is unacceptable if prices are significantly unbalanced. Evaluation of the option shall not obligate the Government to exercise the option. An offeror's price/labor rate that cannot be determined fair and reasonable will not be considered for award unless discussions are conducted. Each offeror's proposed total evaluated price, including the six-month option period, will be evaluated for price evaluation purposes only. The Government reserves the right to set the ceiling of the contract at an amount that is equal to or higher than the awardee's proposed total evaluated price.

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

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)