SOLICITATION, OFFER, AND AWARD

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

RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N3220526R6120	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	30 Jul 2026	

7. ISSUED BY CODE N32205

MSCHQ NORFOLK
471 EAST C ST., NORFOLK VA 23511
NORFOLK, VA 23511
UNITED STATES
James Parker, Email: james.l.parker2.civ@us.navy.mil Telephone: 5642264832

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

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 01:00 PM *(Hour)* local time 15 Sep 2026 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	James Parker	564	226-4832		james.l.parker2.civ@us.navy.mil

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OFFER *(Must be fully completed by offeror)*

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

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

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

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

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

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

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

AWARD *(To be completed by Government)*

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

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

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

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

25. PAYMENT WILL BE MADE BY — CODE

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

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

Section A - Solicitation/Contract Form

USNS MEDGAR EVERS ROH-DD FY27Q3

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	1. CLIN 0001 PRICED - Prepare for and accomplish the ROH/DD of the USNS MEDGAR EVERS (T-AKE 13) per Attachment J-1 as priced in Attachment J-2, Category "A" WIs. Unit price per KWh of electrical shore power per WI 0011 para 7.1.1.d $_____ Unit price per mob/demob of the generator per WI 0011 para 7.1.1.h $_____ Unit price per day of generator usage per WI 0011 para 7.1.1.h $_____ Unit price per gallon of potable water per WI 0011 para 7.1.4.b $_____ Unit price per gallon of de-ionized water per WI 0011 para 7.1.5.b $_____ Unit price per gallon of bilge water removal per WI 0011 para 7.1.19.c $_____ Unit price per crane usage per WI 0011 para 7.1.27.a $_____ Unit price per barrel of fuel oil per WI 0021 para 7.3.3 $_____ Unit price per barrel of lube oil per WI 0021 para 7.3.3 $_____ Unit price per barrel of JP-5 per WI 0021 para 7.3.3 $_____ Hazardous Waste handling fee rate per WI 0023 para 7.4.3 _____% CDRLs FOR CLINs INCLUDING OPTION CLINs, IF EXERCISED: The data to be furnished hereunder shall be prepared and submitted IAW the CDRL, DD Form 1423, Exhibit A, attached hereto. The CDRLs form a part of the schedule. Pricing Arrangement: Firm Fixed Price	1	Each		
0002	AGR and ODC. See paragraph 1. AGR (2400) man-hours @ $_____ per man-hour = $_____ ODC Base $_____ G&A Rate _____% Subtotal: $_____ Profit Rate _____% Subtotal: $_____ Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 0003	Category "B" WI 0025 - Physical Security at a private Contractor's Facility in FPCON Charlie - Delta Category "B" WIs are contract options which may be exercised under FAR 52.217-7. Attachment J-3, Category "B" WIs, provides a WI price breakdown. Those rates in Attachment J-3 shall prevail even when the contract is extended/modified. The quantities (days/jobs) are estimates that were generated for evaluation purposes. The actual quantities may be higher or lower than those stated in Attachment J-3. Any additional quantities required beyond the estimated amount shall be added through contract modification using the same rates agreed upon at contract award.	1	Each		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 0004	Category "B" WI 0030 - Continuation of Services Category "B" WIs are contract options which may be exercised under FAR 52.217-7. Attachment J-3, Category "B" WIs, provides a WI price breakdown. Those rates in Attachment J-3 shall prevail even when the contract is extended/modified. The quantities (days/jobs) are estimates that were generated for evaluation purposes. The actual quantities may be higher or lower than those stated in Attachment J-3. Any additional quantities required beyond the estimated amount shall be added through contract modification using the same rates agreed upon at contract award. Pricing Arrangement: Firm Fixed Price	1	Each		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

N32205.52.215-9Z01 MSC Ship Repair - AGR and ODC (Apr 2025)

1. AGR and ODC

a. This CLIN contains the FBLR (e.g., G&A, overhead, profit, supervision, consumables, and/or support functions) and the ODC profit and G&A rate. These rates are used for pricing changes negotiated during the contract. Additionally, this CLIN includes G&A and profit rates for ODC to be used for negotiating changes. These rates shall prevail even when the contract is extended/modified. The number of AGR man-hours and the ODC base amount are estimates that were generated for evaluation purposes. The actual amounts of man-hours and ODC may be used interchangeably under the contract which could result in a distribution and amount of man-hours and ODC that is either higher or lower than that stated in the CLIN. Any additional AGR or ODC required beyond the estimated amount shall be added through contract modification using the same AGR and ODC rates agreed upon at contract award. Any unused AGR or ODC will be de-obligated from the contract at the same AGR and ODC rates agreed upon at contract award. The contractor agrees that the number of man-hours included in its proposed price for such AGR shall include only direct production man-hours. For these purposes, direct production man-hours are for skilled labor at the Journeyman level expended in direct production as exemplified by the following functions:

Abrasive cleaning/blasting	Tank cleaning
Welding	Machinists (inside and outside)
Burning	Brazing
Carpentry	Electrical work
Electronic work	Shipfitting
Lagging	Painting
Boilermaking	Pipefitting
Sheetmetal work	Engineering
Rigging	Staging/scaffolding
General labor	Fire Watch

b. Direct production man-hours will not include those functions (whether charged directly or indirectly by the contractor's accounting system) which are defined herein as support for production functions. Necessary support functions shall be considered to be included in the offeror's FBLR for direct production man-hours. Examples of support functions include:

Testing	Quality Assurance
Planning	Cleaning (except tank cleaning)
Material handling & warehousing	Security
Surveying	Administration
Transportation	Purchasing staff
Lofting	Other indirect support
Supervision	

c. Consumable materials are goods used in the ordinary course of work performance that do not become an integral part of the repaired vessel (e.g., office supplies, paper, rags, vehicle or equipment fuel costs, cleaning chemicals, disposable tools, paint buckets, paint brushes, protective clothing). Consumable material shall be included in the contractor's FBLR and not separately priced.

d. The rates for profit and G&A shall be the same rates used by the contractor in its responses to the Request for CCO Proposals issued under this contract. The ACO will apply these rates to the ODCs for each CCO when it is negotiated and settled.

e. The ODC base does not include profit or G&A.

f. This does not include any labor, material, or equipment cost for base Category "A" or "B" WIs.

g. The Government may utilize AGR and ODC for, and not limited to, labor, material, and equipment generated from a discrepancy found between WIs and the new or discovered conditions. AGR and ODC does not include work performed pursuant to DFARS 252.217-7005 - Inspection and Manner of Doing Work, 252.217-7013 - Guarantees, or other contract clauses relating to the correction of defective workmanship. The contractor agrees that additional work shall be performed concurrently with Category "A" WIs and exercised Category "B" WIs, when practicable; however, the period of performance shall be negotiable.

h. As a result of a discrepancy found between the WI and new or discovered conditions, the contractor may submit a CFR to the ACO and the PPE. As a result of this report submission, or independent of a CFR, the ACO may request a proposal from the contractor. This proposal shall be submitted within three (3) days of the receipt of the Government's request for a proposal, or within such additional time provided in writing by the ACO. The contractor's failure to submit its proposal within the three (3) day period, or such extended period of time, may be considered a failure of the parties to negotiate a fair and reasonable price for the AGR and ODC and will permit the ACO to take any of the three (3) options set forth in subparagraph "k" below. AGR proposals shall be priced using the FBLR set forth in Section B. The AGR rate will be used in evaluating the contractor's proposal and for negotiating changes. As part of the contractor's proposal submission for AGR, the following shall be included: FBLR, proposed labor mix/categories, proposed man hours, and total proposed AGR. As part of the contractor's proposal submission for ODC, the following shall be included:

Material	Equipment
-Part number	- Part number
-Order quantity	- Order quantity
-Unit price	- Unit price
-Total price	- Total price

Other Direct Costs not captured above
- Travel
- Per diem (lodging, M&IE daily rates)
- Subcontractor Proposal Breakdown shall include but not be limited to, Material (Part number, Order Quantity, Unit Price, and Total Price), equipment (Part Number, Order Quantity, Unit Price, and Total Price), labor (FBLR, Proposed Labor Mix /Categories, and Proposed Manhours), and ODC (Travel and Per Diem)

The G&A and profit rates proposed shall be the same as the rates provided in Section B.

i. The contractor shall demonstrate due diligence in the evaluation, and determination resulting in the proposed utilization of other than local specialized labor resources. Only with ACO approval will a contractor, technical representative, or subcontractor be reimbursed for reasonable per diem costs (transportation, travel expenses, lodging, meals, and incidental expenses) required in connection with the associated CCO. Per diem costs are considered reasonable, allowable, and reimbursable only to the extent that they do not exceed the allowed per diem rate in effect at the time of travel as set forth in the JTR.

j. Considering FBLR and G&A and profit rates have been pre-approved in Section B, proposal evaluation may be limited to: (1) evaluating the mix of labor categories and associated man-hours and ODCs proposed to ensure that they are reasonable to meet the Government's minimum requirements in addressing these discrepancies or repairs found; and (2) the price is fair and reasonable IAW FAR 15.404-1(b) - Price analysis for commercial and non-commercial items. If a fair and reasonable price cannot be negotiated, the ACO reserves the right to procure these ODCs utilizing alternative means described in subparagraph "k", below.

k. Upon receipt of the contractor's price proposal for the AGR the contractor and the ACO shall negotiate the scope of the effort. If a fair and reasonable price cannot be negotiated between the contractor and the ACO, the ACO reserves the right to:

1) Have the work performed by the Government or third-party contractors;

2) Issue a unilateral modification, which must be performed, but may be the subject of DFARS 252.243-7002, Requests for Equitable Adjustment; or

3) Cancel the requirement.

l. In such case as described in subparagraphs "k.1" and "k.2" above, the contractor agrees to not in any way hinder or obstruct Government or third-party contractor work and any access issues will be discussed per DFARS 252.217-7011 - Access to Vessels.

m. The contractor is to perform additional work and invoice against AGR and ODC only for work that has been authorized by the ACO through a settled or unilateral CCO and incorporated into the contract through a contract modification.

Section C - Description/Specifications/Statement of Work

Requirements

USNS MEDGAR EVERS ROH-DD FY27Q3 for Organization DSM-PM6 FY: 2026, AMS: N32205-26-RFPREQ-DSM-PM6-0312

Additional Regulation or Supplemental Clauses Incorporated by Full Text

N32205.52.215-9Z02 MSC Ship Repair - Scope of Work (Sep 2025)

ACRONYM TABLE
ABIH-American Board of Industrial Hygiene
ABR-Agreement for Boat Repair
ABS-American Bureau of Shipping
ACO-Administrative Contracting Officer
AGR-Additional Government Requirements
AIHA-American Industrial Hygiene Association
ALT-Alternate
AMT-Amount
BLDG-Building
CCO-Contract Change Order
CD-Compact Disc
CDRL-Contract Data Requirements List
CD-ROM-Compact Disc Read-Only Memory
CFM-Contractor Furnished Material
CFP-Contractor Furnished Property
CFR -Condition Found Report
CHENG-Chief Engineer
CFR-Code of Federal Regulations
CIH-Certified Industrial Hygienist
CLIN-Contract Line Item Number
CONUS-Contiguous United States
CPARS-Contractor Performance Assessment Reporting System
DBIDS-Defense Biometric Identification Systems
DFARS-Defense Federal Acquisition Regulation Supplement
DOD-Department of Defense
DOD SAFE-Department of Defense Secure Access File Exchange
DON-Department of the Navy
EMAIL-Electronic Mail
ESRS-Electronic Subcontract Report System
FAPIIS-Federal Awardee Performance and Integrity Information System
FAR-Federal Acquisition Regulation
FBLR-Fully-Burdened Labor Rate
F/CC-Fibers Per Cubic Centimeter
FPCON-Force Protection Condition
FTR-Federal Travel Regulations
G&A-General and Administrative
GFI-TD-Government Furnished Information - Technical Data
GFM-Government Furnished Material
GFP-Government Furnished Property
GPE-Governmentwide Point of Entry
IAW-In Accordance With
ID-Identification
ISO-International Organization for Standardization
JTR-Joint Travel Regulations
KO-Contracting Officer
KWh-Kilowatt Hour

LLTM-Long Lead Time Material
LPTA-Lowest Price Technically Acceptable
M&IE-Meals and Incidental Expenses
MSC-Military Sealift Command
MSCREP-Military Sealift Command Representative
MM-Millimeter
MSRA-Master Ship Repair Agreement
MTA-Mid-Term Availability
N/A-Not Applicable
NCACS-Navy Commercial Access Control System
NDA-Non-Disclosure Agreement
NO-Number
NSP-Not Separately Priced
ODC-Other Direct Costs
PAT-Proficiency in Analytical Testing
PDF-Portable Document Format
PII-Personally Identifiable Information
PM-Program Manager
PPE-Principal Port Engineer
PRIME-Prime Contractor
QA-Quality Assurance
QC-Quality Control
REV-Revision
RFC-Request for Specification Clarification
RFP-Request for Proposal
ROH/DD-Regular Overhaul/Dry-Docking
SECNAV-Secretary of the Navy
SF-Standard Form
SUB-Subcontractor
TPSN-Time Phased Sequencing Network
TWA-Time-Weighted Average
USC-United States Code
USCG-United States Coast Guard
USNS-United States Naval Ship
VR-Voyage Repair
WAWF-Wide Area Workflow
WI-Work Item

SCOPE OF WORK

1. The contractor shall prepare for and accomplish the VR, overhaul, or alterations of the USNS MEDGAR EVERS (T-AKE 13) as specified herein and IAW the WI package as provided in Attachment J-1 - WI Package (Specifications). Unless otherwise specified, all work shall be performed at the contractor's shipyard.

2. In performing the WIs specified, the contractor shall be responsible for all of the following related work (in case of a discrepancy, the terms and conditions stated in the WIs take precedence over the following terms and conditions):

a. Providing the necessary management, procurement, production, testing, technical capability and resources, and quality assurance services.

b. Ensuring the timely procurement of CFM/CFP and the timely reporting, receipt, storage, installation, and accountability of GFM/GFP IAW FAR 52.245-1, DFARS 252.245-7003, and DFARS 252.245-7005.

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

d. Using management procedures and systems to identify behind-schedule conditions and unfavorable schedule variances based on the TPSN submitted with the contractor's proposal. The applied procedures and systems shall provide timely

identification of scheduling problem areas to permit prompt management action to correct unsatisfactory conditions.

e. Developing a performance milestone schedule/critical path chart to measure scheduled performance. Deviations from the milestone schedule/critical path chart dates in WI 0013 must be submitted to and approved by the KO. A performance milestone schedule and critical path chart shall be developed and submitted IAW the WI Package. The performance milestone schedule shall include and clearly identify primary and parallel critical paths. The resource loaded performance milestone schedule shall include, at a minimum, those milestones identified in WI 0013.

f. Using approved quality control procedures as required by this contract and the WI package to ensure procured material and performed production work conforms to the required quality standards.

g. Ensuring the ship's equipment and systems remain configured to existing baselines with regard to procured material, production work, and software.

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

i. Providing for staging and storing of material (both Government-furnished and contractor-furnished) and LLTM for use in the availabilities from the date of award.

j. Managing all subcontractors' performance during the availability. Ensure subcontractor work is to the same quality and standards as expected from the prime contractor. Develop and maintain a subcontractor management plan. The plan shall ensure that all communication and control of subcontractors is maintained by the prime contractor.

k. Employing good judgment and sound engineering practice and principles, particularly when WIs do not describe all details of accomplishing the work. The contractor shall be expected to have, either organically or through subcontractors, access to competent engineers who have a history of working solutions in a maritime environment.

3. Contract work shall be performed by a contractor as defined below.

a. The contractor shall be capable of performing the full scope of the requirement stated herein within its own facilities, utilizing its own shop(s) and work force, or be capable of subcontracting for these elements beyond its managerial, technical, or physical capability or capacity. The contractor shall assume full responsibility for the integrated scheduling, cost, and quality of subcontractor performance.

b. The contractor shall be a company recognized as engaged in ship repair work and possess an organization capable of the full scope of planning, engineering, quality control, shipboard/offship production and component/system testing and trials. The contractor shall possess industry certifications, such as, MSRA, ABR, or ISO Certification, that would further emphasize the contractor's ability to perform the work. The contractor shall have established organizational elements as set forth below.

1) Administration/Management Control. Established organization geared toward ship repair at all levels of size, value, and complexity, and toward technology innovation and process improvement. Clear lines of authority. Delegation of responsibility. Mid-level managerial positions in place. Competent and experienced employees with ship repair experience. Capability to develop and integrate planning, estimating, and scheduling functions. Defined managerial responsibilities for production, quality assurance, material procurement/control, and subcontractor control.

2) Financial Control. Favorable cash flow-ratios. Availability of a line of credit or other source of financial income to support the work effort. Prompt payment of subcontractors and suppliers.

3) Production Control. A production organization. On board (or ability to obtain) trade mix/skills to perform ship repair work. Control of production efforts. Integration of other key functions with production. Use of scheduling techniques. Methods of progressing. Training available to trades employees.

4) Production Technical Support. Engineering and design support capabilities (in-house or subcontracted) with sufficient capability to diagnose and evaluate technical problems and issues and to make competent technical recommendations to MSC when necessary and appropriate. The offeror shall be fully cognizant of ABS rules and USCG regulations and how they apply and impact this specification package.

5) Material/Procurement Control. A material purchasing department with staff. Procedures for control of material (purchasing, monitoring, receipt, inspection, segregation, issuance, nonconformance, and disposal). An inventory system - ordering, tagging warehousing. CFM/GFM storage, control and protection. Existing environmentally-controlled warehouse

space. Material handling equipment. Familiarity with the Navy logistics support system.

6) Subcontractor Control. Procedures for selecting, scheduling, managing, monitoring and controlling subcontractors.

7) Quality Control/Test and Trials. A quality control organization/department/staff. Quality assurance procedures/manual. Calibration and metrology system availability. Test memo writing capability. Nondestructive Testing capabilities. Welding procedures and welders' qualifications. Ability to perform trend analysis. Quality control system shall be certified or equivalent to ISO 9001:2001 standards.

8) Safety/Security. Safety Organization/Manager or Engineer. Safety manual/procedures. Safety training. First-aid capabilities or medical services. Fire protection/procedures. Physical yard security/security procedures.

9) Hazardous Material/Waste Control. Proper procedures and facilities to meet the legal requirements for removal, storage, and disposal of hazardous waste. Segregated storage. Documentation of licensed subcontractors responsible for control of hazardous waste removal, storage, and disposal. Appropriate state/federal agency-issued hazardous waste generator number. Disposal records which indicate type of material, date, and place of disposal.

10) Facilities. Although facility requirements may vary with the work authorized for a specific ship, the contractor must be a ship repair company that possesses or has available the following facilities:

- o Pier, with services in place, accessible to the CLASS size ship for berthing
- o Structural Shop
- o Machine Shop
- o Pipe Shop
- o Electrical/Electronic Shop
- o Carpentry Shop
- o Rigging Equipment
- o Dry-dock - when required for docking of vessel in performance of the specification

c. The government reserves the right to perform a site survey(s) for verification of policies, procedures, capabilities and facilities prior to award.

4. Post-award substitution of any major subcontractor should not be effected unless the proposed substitution is submitted to the KO and official approval is obtained. The post-award substitution or insertion of a second-tier subcontractor will be treated in the same manner as the substitution of a major subcontractor and requires specific approval by the KO.

5. Substitution of key personnel.

a. The contractor agrees to assign to this contract those persons identified in their proposal as key personnel who are necessary to fulfill the requirements of this contract. No substitution of key personnel shall be made except IAW these instructions.

b. All proposed substitutions must be submitted, in writing, at least seven (7) days in advance of the proposed substitutions to the KO and must provide the information required by paragraph "c" below.

c. All requests for substitution must provide a detailed explanation of the circumstances necessitating the proposed substitution and any other information as requested by the KO. All proposed substitutes must have qualifications equal to or higher than the qualifications of the person to be replaced. The KO or his authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

6. It is anticipated the ship will arrive at the contractor's yard on or about the date specified in Section F. All work shall be completed within the period of performance stated in Section F.

7. The place of performance for this contract shall be the contractor's facility. Due to operational and national security availability considerations, the location shall be U.S. East or Gulf Coast}.

8. The award consummates the contract, which consists of the following documents: the Government's solicitation and your proposal, including revisions, all discussion and clarification responses and this contract.

Section D - Packaging and Marking

Additional Regulation or Supplemental Clauses Incorporated by Full Text

N32205.52.215-9Z04 MSC Ship Repair - Packaging and Marking (Jun 2025)

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

REQUISITION NUMBER (provided by the Government's ILS representative)

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

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	Aug 1996		
52.246-4	Inspection of Services-Fixed-Price.	Aug 1996		
52.246-16	Responsibility for Supplies.	Apr 1984		

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions DoDAAC: N62387 CountryCode: USA MSC PROGRAM MANAGEMENT CENTRALIZED AND SUPT STAFF NORFOLK, 471 EAST C STREET, BLDG SP-64 NORFOLK, VA 23511-2419 UNITED STATES Joe Fader, Principal Port Engineer Email: joseph.a.fader2.civ@us.navy.mil Telephone: 757-443-0991
0002	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions DoDAAC: N62387 CountryCode: USA MSC PROGRAM MANAGEMENT CENTRALIZED AND SUPT STAFF NORFOLK, 471 EAST C STREET, BLDG SP-64 NORFOLK, VA 23511-2419 UNITED STATES Joe Fader, Principal Port Engineer Email: joseph.a.fader2.civ@us.navy.mil Telephone: 757-443-0991
Option Line Item 0003	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions DoDAAC: N62387 CountryCode: USA MSC PROGRAM MANAGEMENT CENTRALIZED AND SUPT STAFF NORFOLK, 471 EAST C STREET, BLDG SP-64 NORFOLK, VA 23511-2419 UNITED STATES Joe Fader, Principal Port Engineer Email: joseph.a.fader2.civ@us.navy.mil Telephone: 757-443-0991

Option Line Item 0004	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions DoDAAC: N62387 CountryCode: USA MSC PROGRAM MANAGEMENT CENTRALIZED AND SUPT STAFF NORFOLK, 471 EAST C STREET, BLDG SP-64 NORFOLK, VA 23511-2419 UNITED STATES Joe Fader, Principal Port Engineer Email: joseph.a.fader2.civ@us.navy.mil Telephone: 757-443-0991

Section F - Deliveries or Performance

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 01 Mar 2027 To 28 Jul 2027	1 Each	

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		
52.242-17	Government Delay of Work.	Apr 1984		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.217-7007	Payments.	Dec 1991		
252.217-7008	Bonds.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Not applicable

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

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

Invoice 2-in-1

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	N50082
Issue By DoDAAC	N32205
Admin DoDAAC	N32205
Inspect By DoDAAC	N62387
Ship To Code	N62387
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	N62387
Service Acceptor (DoDAAC)	N62387
Accept at Other DoDAAC	____
LPO DoDAAC	N62387
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

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

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

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

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

(g) *WAWF point of contact.*

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

11. MSC_N8223_AP_Prevalidation@us.navy.mil

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

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

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

N32205.52.215-9Z03 MSC Ship Repair - Specific Wide Area Workflow (WAWF) Instructions (Jun 2025)

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.

The following information, at a minimum, must be attached into WAWF and submitted with every invoice showing certification with the Onsite Management Team prior to submission:

CLIN	Contract Price Through Mod P0000x	% Complete	Contract Completed ($)	Less Retainage ($)	Less Prev Payments ($)	Amount due this Invoice ($)	Total Invoiced to Date ($)

MSC ACO

MSC PPE

Shipyard Representative

Section H - Special Contract Requirements

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.210-1	Market Research. (Deviation 2026-O0038)	Feb 2026		
52.211-5	Material Requirements. (Deviation 2026-O0038)	Feb 2026		
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	Feb 2026		
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011		
52.215-12	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	Feb 2026	Deviation 2022-O0001	Oct 2021
52.215-15	Pension Adjustments and Asset Reversions. (Deviation 2026-O0038)	Feb 2026		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (Deviation 2026-O0038)	Feb 2026		
52.215-19	Notification of Ownership Changes. (Deviation 2026-O0038)	Feb 2026		
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	Feb 2026		
52.222-1	Notice to the Government of Labor Disputes. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Deviation 2026-O0038)	Feb 2026		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	Feb 2026	Deviation 2025-O0004	Mar 2025
52.226-7	Drug-Free Workplace.	May 2024		
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		
52.227-3	Patent Indemnity.	Apr 1984		
52.229-3	Federal, State, and Local Taxes.	Feb 2026		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-23	Assignment of Claims.	May 2014		
52.232-25	Prompt Payment.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes. (Deviation 2026-O0038)	Feb 2026		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026		
52.242-2	Production Progress Reports.	Apr 1991		
52.242-13	Bankruptcy.	Jul 1995		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.246-23	Limitation of Liability.	Feb 1997		
52.246-25	Limitation of Liability-Services.	Feb 1997		
52.246-26	Reporting Nonconforming Items.	Aug 2024		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.215-7002	Cost Estimating System Requirements.	Jan 2025		
252.217-7003	Changes.	Dec 1991		
252.217-7004	Job Orders and Compensation.	May 2006		
252.217-7005	Inspection and Manner of Doing Work.	Jul 2009		
252.217-7006	Title.	Dec 1991		
252.217-7009	Default.	Dec 1991		
252.217-7010	Performance.	Jul 2009		
252.217-7011	Access to Vessel.	Dec 1991		
252.217-7012	Liability and Insurance.	Aug 2003		
252.217-7013	Guarantees.	Dec 1991		
252.217-7014	Discharge of Liens.	Dec 1991		
252.217-7015	Safety and Health.	Dec 1991		
252.217-7016	Plant Protection.	Dec 1991		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.223-7998	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid. (Deviation 2022-O0010)	Apr 2023	Deviation 2022-O0010	Apr 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		
252.225-7008	Restriction on Acquisition of Specialty Metals.	Mar 2013		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7013	Duty-Free Entry.	Aug 2025		
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	Jan 2023		
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain.	May 2024		
252.225-7025	Restriction on Acquisition of Forgings.	Dec 2009		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations.	Jan 2023		
252.225-7063	Restriction on Acquisition of Components of T-AO 205 and T-ARC Class Vessels.	May 2024		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.226-7003	Drug-Free Work Force.	Aug 2024		
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished	Jan 2025		
252.227-7989	Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services. ALTERNATE II (DEVIATION 2026-O0036)	Feb 2026	Alternate II Deviation 2026-O0036	Feb 2026 Feb 2026
252.227-7990	Technical Data--Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7995	Deferred Ordering of Technical Data or Computer Software. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7996	Technical Data--Withholding of Payment. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.232-7010	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		
252.244-7998	Contractor Purchasing System Administration. (DEVIATION 2026-O0015)	Feb 2026	Deviation 2026-O0015	Feb 2026
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		
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.211-11 Liquidated Damages-Supplies, Services, or Research and Development. (Sep 2000)

Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages not exceeding $ 156,226.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract. Total Liquidated Damages shall not exceed 50% of the contract value

(End of clause)

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

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

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

(End of clause)

52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038) (Feb 2026)

LIMITATIONS ON SUBCONTRACTING (FEB 2026) (DEVIATION 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[*Contracting Officer check as appropriate.*]

☑ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

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

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

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2026) (DEVIATION 2026-O0038)

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

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

Material (If none, insert *None*)	Identification No.
_____	_____
___	___

____	____

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-11 Ozone-Depleting Substances. (Deviation 2026-O0038) (Feb 2026)

OZONE-DEPLETING SUBSTANCES (FEB 2026) (DEVIATION 2026-O0038)

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

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

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

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

1. https://www.acquisition.gov/brorwse/index/fa 2. https://www.acq.osd.mil/dpap/dars/dfarspgi/current/ ____[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 1. DFARS[insert regulation name] (48 CFR 2. Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.209-7010 Critical Safety Items. (Aug 2011)

CRITICAL SAFETY ITEMS (AUG 2011)

(a) *Definitions*.

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

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

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

(iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity" means-

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

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

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

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

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

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

MSC CRITICAL SHIP SYSTEM AND EQUIPMENT

1 Main Propulsion Diesel Engines/Main Propulsion Motors/Gas Turbine Engines.

2 Ship Service Diesel Engines/Ships Service Turbine Generators.

3 High Pressure/Low Pressure Propulsion Turbines.

4 Emergency Diesel Generators.

5 Propulsion/Machinery Control Systems.

6 Main Propulsion and Turbine Generator Reduction Gears.

7 Propulsion Shafting, Bearings, and Couplings.

8 Controllable Pitch Propeller Systems.

9 Stern Tube Seal Systems.

10 Steering Gear Control Systems (not hydraulics).

11 Electronic Chart Display Information System.

12 Dynamic Positioning (DP2) System.

13 Fixed Fire Extinguishing Systems/Fire Detection Systems (Note: American Bureau of Shipping "Recognized External Specialist" documentation shall suffice for Fire Extinguishing System qualified service providers).

14 Oily Water Separator/Oil Content Monitors.

15 Mission Equipment (Vehicle Ramps; Cargo Cranes; Cargo Hold Water Tight Doors and Ramps) (structural, electronics and hydraulic control systems; not hydraulic components and hoses, and other common components)

(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)

252.223-7001 Hazard Warning Labels. (Dec 1991)

HAZARD WARNING LABELS (DEC 1991)

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

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

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

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

(End of clause)

Section J - List of Attachments

Additional Regulation or Supplemental Clauses Incorporated by Full Text

N32205.52.215-9Z05 MSC Ship Repair - Attachments and Exhibits (Dec 2025)

The following documents, exhibits, and other attachments that will form a part of this solicitation/contract are as follows:

ATTACHMENTS
J-1 WI Package (Specifications)
J-2 Contractor Price Breakdown - Category "A" Items
J-3 Contractor Price Breakdown - Category "B" Items
J-4 GFM List
J-5 Incorporated Subcontracting Plan (award only, as applicable)
J-7 MSC Ship Repair Facility Survey
J-8 RFC
J-9 Disclosure of Lobbying Activities (SF-LLL)
J-10 Interport Differential
J-11 MSC Dry Dock Evaluation Form (as applicable)
J-12 Past Performance Data Sheet
J-13 Past Performance Questionnaire
J-14 Technical NDA

Exhibit A CDRL (DD Form 1423) A001 - A023

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.223-7997	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid -- Representation. (Deviation 2022-O0010)	Sep 2022	Deviation 2022-O0010	Sep 2022
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		
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
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government.	Jun 1995		

FAR Clauses Incorporated by Full Text

52.203-2 Certificate of Independent Price Determination. (Apr 1985)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)
(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025)(DEVIATION 2025-O0003 AND 2025-O0004)

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

(2) The small business size standard is 1,300 employee[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 is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

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

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

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

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

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

(i) ☐ Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) [Reserved]

(xv) [Reserved]

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

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

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

(xix) [Reserved]

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

☑ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

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

FAR Clause # Title Date Change
_____

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

☐ (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

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

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

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

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

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to

which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

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

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

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

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

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

(End of provision)

52.225-18 Place of Manufacture. (Aug 2018)

PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) FPSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(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

252.204-7017 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) (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)

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

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

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

"Computer software" is defined in--

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

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

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

"Technical data" is defined in--

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

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

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

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

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

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

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

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

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

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

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

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

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

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

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

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

(End of provision)

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

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	Feb 2026		
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Deviation 2026-O0038)	Feb 2026		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7994	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026
252.225-7003	Report of Intended Performance Outside the United States	Oct 2025		

FAR Clauses Incorporated by Full Text

52.207-4 Economic Purchase Quantity-Supplies. (Aug 1987)

ECONOMIC PURCHASE QUANTITY-SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____

_____

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations			
Item	Quantity	Price Quotation	Total
___	___	___	___
___	___	___	___

___	___	___	___
___	___	___	___

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Alternate III) (Feb 2026) Alternate III (Oct 1997)

Alternate III (OCT 1997). As prescribed in 15.110(t)(3), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(c) Submit the cost portion of the proposal via the following electronic media: Microsoft Excel Workbook forma[Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

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

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

The Government contemplates award of a firm fixed price[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

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

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

(a) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

☐ Offeror chooses to waive the evaluation preference.

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

(End of provision)

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

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

1. https://www.acquisition.gov/browse/index/far2. https://www.acq.osd.mil/dpap/dars/dfarspgi/current/____[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 1. DFARS[insert regulation name](48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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

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

(End of provision)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

N32205.52.215-9Z06 MSC Ship Repair - Instructions to Offerors (Apr 2026)

1. To obtain access to attachment J-1 and GFI-TD, complete and return attachment J-14 to the contract specialist. Indicate if data will be forwarded to subcontractors. Files will be available via DOD SAFE for download for up to seven (7) days. Alternatively, and at the determination of the KO, attachment J-1 and GFI-TD may be distributed on CD.

2. REQUIREMENTS FOR SUBMISSION OF PROPOSALS

a. Proposal Submittal and Inquiries.

(1) Submit proposals using the offer tab for solicitation number N3220526R6120 by the closing date and time identified on SF 33 block 9 through the Solicitation Module of the Procurement Integrated Enterprise Environment at https://piee.eb.mil/.

(2) 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. For assistance, access and training, offerors may contact their Contractor Account Administrator or Vendor Customer Support. Go to https://piee.eb.mil/xhtml/unauth/home/login.xhtml to search for the Contractor Account Administrator. Go to https://piee.eb.mil/xhtml/unauth/web/homepage/vendorCustomerSupport.xhtml for Vendor Customer Support. Go to https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/solicitation/proposals.xhtml for proposal submission training.

(3) All questions concerning the solicitation shall be addressed via email to james.l.parker2.civ@us.navy.mil

(4) See paragraph 5, "Inspection of Vessel/Pre-Proposal Conference," for instructions to participate in a pre-proposal inspection of the vessel.

b. General Instructions

(1) The selection of a source for award purposes will be conducted utilizing source selection (negotiated) procedures as delineated in FAR Subpart 15.2. Offers will be evaluated using the criteria under Section M, "Evaluation Factors for Award." Noncompliance with the RFP requirements may hamper the Government's ability to properly evaluate the proposal and may result in elimination of the proposal from further consideration for contract award.

(2) The offer. The submission of the documentation specified below will constitute the offeror's acceptance of the terms and conditions of the solicitation.

(3) It is the Government's intention to award without negotiations. Offerors are encouraged to submit their best technical proposal and prices in initial proposals. Should negotiations become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and offerors notified. The competitive range may be limited for purposes of efficiency IAW FAR 15.204-1(b). Proposals containing unacceptable ratings may be included in the competitive range provided they can be made acceptable as a result of negotiations.

(4) Instructions outlined in paragraph "c" below prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of information needed to allow for evaluation of proposals.

(5) The WI Package is only available upon a written request to the contract specialist. All other referenced documents for this solicitation are available through the Solicitation Module of the Procurement Integrated Enterprise Environment at https://piee.eb.mil/.

(6) Debriefings. The KO will promptly notify offerors of the decision to eliminate their proposal from the competitive range, whereupon an offeror can request and receive a debriefing IAW FAR 15.206-2. The KO will notify unsuccessful offerors in the competitive range of the source selection decision IAW FAR 15.207-2(b). Upon such notification, unsuccessful offerors may request and receive a debriefing. Any offeror requesting a debriefing must make the request IAW the requirements of FAR 15.301 and DFARS 215.301.

c. Proposal Preparation Instructions

(1) Offeror's proposal shall consist of two (2) separate volumes: (Volume I) General; and (Volume II) Technical.

(2) Proposal Format

(a) The proposal shall be organized into two (2) separate volumes.

(b) Offerors shall provide digital files in Adobe PDF, Microsoft Word, PowerPoint, and/or Excel. Offerors shall ensure that proposal files are virus-free and free of password protection. The Government reserves the right to eliminate a proposal from consideration if access to proposal data is prohibited due to viruses, passwords, and/or wrong format.

(c) The table below shows detailed page limits to be submitted. The proposal shall not exceed the stated limits. If the page limits are exceeded, the pages in excess of the limit shall be removed and remain unread.

Volume	Title	Page Limits
I	General	N/A
II	Technical	50 pages, excluding appendices

d. Proposal Content. The offeror shall submit a technical and a price proposal that shall include, at a minimum:

(1) Volume 1 - General.

(a) TAB A, SF 33. The SF 33 shall be fully completed upon submission. The offeror shall acknowledge any amendments to the RFP IAW the instructions on the SF 33 and FAR 52.215-1(b).

(b) TAB B, Price:

1. Offerors shall submit prices in the format specified on the Contractor Price Breakdown forms of this solicitation, Attachments J-2 and J-3. Each specification Item Number must be either priced or marked "NSP."

2. Overall Price. Unit prices and extended prices must be submitted as indicated, except NSP items.

3. Offerors shall include any costs associated with third-party access to the contractor's facility, including costs for badges, safety orientation instruction, and/or parking, in the price proposal under the Shipboard Access and Security Item. For estimating purposes, offerors shall assume that (1) the Government will require access, to include safety orientation instruction and parking at the shipyard facility, for thirty individuals for the entire duration of the performance period; and (2) 20% of the badges issued to the Government and third-party personnel will be lost /misplaced and will require replacement.

4. The offeror agrees that its man-hour rate for the 24,000 man-hours of the AGR includes the complete and full compensation to which it is entitled, including, but not limited to, compensation for all the direct labor costs (e.g., straight time, overtime, premium time, shift differential, holiday time, standby time) for performing the AGR, as well as compensation for acceleration, delay and disruption, and other impacts, if any, to the aforementioned WI, to work performed under any other Government contract, and to any work in progress for the Government. The offeror further agrees that it is not entitled to a time extension to the delivery date of any ship under a Government contract by reason of or as a result of the ordering of the 24,000 man-hours of AGR.

5. AGR does not include work performed pursuant to the clauses of this contract entitled "Inspection and Manner of Doing Work," "Guarantees," or other contract provisions relating to the correction of defects.

6. The offeror shall follow the instructions stated below when completing Section B:

a. CLIN 0001 - Complete CLIN 0001 amount, each of the fill-in items stated in the description, and Attachment J-2 - Category "A" WIs.

b. CLIN 0002 - Indicate the FBLR (e.g., G&A, overhead, profit, supervision, consumables, and/or support functions) and the ODC profit and G&A rate.

c. CLINs 0003 through 0004- Complete CLIN 0003 through 0004 amount and Attachment J-3 - Category "B" WIs.

(c) TAB C (not applicable to small business concerns), Subcontracting Plan. IAW FAR 52.219-9, 52.219-9 Alt II, and DFARS 252.219-7996, offerors shall submit a Small Business Subcontracting Plan with their proposal. Offerors shall ensure they submit a Small Business Subcontracting Plan with all of the information required. In preparing the Small Business Subcontracting Plan, offerors should note historical compliance with FAR 52.219-8, 52.219-9 Alt II, and DFARS 252.219-7996.

(d) TAB D, Section K (Representations, Certifications and Other Statements of Offerors). The offeror must complete and submit Section K (Representations, Certifications and Other Statements of Offerors) of this solicitation.

(e) TAB E, Past Performance: The Past Performance evaluation will be accomplished by reviewing aspects of an offeror's recent and relevant Past Performance. Offerors may provide information for up to three (3) previous Government contracts where the effort is recent and relevant to the effort required by this solicitation. If the offeror has not had three (3) Government contracts within the last three (3) years, information on recent and relevant subcontracts and/or recent and relevant commercial contracts may be submitted.

1. "Recent" is defined as a contract in progress or completed within the last three (3) years.

2. "Relevant" is defined as a contract that is of similar scope, magnitude, and complexity to the requirements of this solicitation.

a. Scope: Experience in the areas defined in the WI package.

b. Magnitude: The measure of the similarity of the volume, dollar value and/or duration of the work actually performed under the offeror's submitted contracts to the WI package.

c. Complexity: The measure of the similarity of technical difficulty, managerial intricacy and/or required coordination of efforts and disciplines performed by the offeror in its submitted contracts to the WI package. For complexity, not only will the tasks performed by the offeror be considered, but also the offeror's ability to coordinate tasks (e.g., concurrent performance requirements).

3. A Past Performance Data Sheet (Attachment J-12) may be submitted for each contract to be considered as past performance. Offerors may 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 contractor or a subcontractor. Offerors are responsible for the accuracy of all data provided. Past performance information regarding predecessor companies, key personnel who have relevant experience, and subcontractors that will perform major or critical aspects of the requirement may be provided as past performance submissions.

4. For each of the contracts the offeror describes in a Past Performance Data Sheet (Attachment J-12), the offeror may provide a Past Performance Questionnaire (Attachment J-13) to a reference at the organization that awarded the contract. The reference, not the offeror, shall email the completed Past Performance Questionnaire, BEFORE THE DUE DATE FOR PROPOSALS, directly to James Parker at james.l.parker2.civ@us.navy.mil. Hard copy and fax submittals will not be considered. If the contracts listed in Attachment J-12 are available in a Government past performance system (i.e. CPARS, FAPIIS, Subcontracting Plan Reporting) for Government review, then Attachment J-13 is not required. The offeror, NOT THE GOVERNMENT, is responsible for ensuring the Government receives completed Past Performance Questionnaires.

(2) Volume II - Technical.

(a) The technical volume will be the basis for assessing the offeror's ability to understand and perform the tasks in the solicitation. Section M of the solicitation outlines the evaluation factors and defines the source selection evaluation criteria for evaluating the technical proposal. A legible, neat, orderly, and comprehensive proposal is required. Data should be presented in header and subfactor sequence (1.0-3.3) and paragraph numbering in the proposal submitted should coincide with the numbering system set forth in Section M. Failure to respond to any one of the evaluation factors may result in disqualification of the proposal.

(b) The technical volume must demonstrate an understanding of and an ability to meet all of the requirements covered in the specification. The proposal should be sufficiently complete to demonstrate how the offeror will comply with Government directions and requirements throughout

the performance period. Data previously submitted, or presumed to be known, i.e., descriptions of previous projects performed for the Government, cannot be considered as a part of the proposal unless physically incorporated into the proposal.

(c) All information must be presented in sufficient depth for the Government to make a comprehensive evaluation of the offeror's understanding of the work package and of the offeror's capability to successfully perform the work package.

(d) The proposal should demonstrate this understanding and capability in a concise, logical manner and should not contain superfluous material not directly related to the solicitation.

3. SPECIFICATION CLARIFICATION. Offerors may use the RFC, provided in attachment J-8, to request clarification of any WI specification or contract term. No verbal requests for information will be accepted. Offerors' questions must be submitted via email to james.l.parker2.civ@us.navy.mil. All requests for specification clarification must be received by MSC Norfolk no later than 1:00PM local on 29 AUG 2026.

4. NOTICE TO OFFERORS.

a. Proposals will be received by the KO at the hour and date specified in the solicitation for the performance of the work specified in the solicitation and IAW the terms of the Master Agreement for Repair and Alteration of Vessels, as amended through the date of this solicitation.

b. Any drawings and specifications referenced in this solicitation are an integral part of the solicitation.

c. The work shall be completed on or before close of business on the completion date of the period indicated in Sections F.

d. Liquidated damages as specified in Section I shall be payable by the contractor to the Government IAW FAR 52.211-11.

e. In submitting a solicitation response for Ship Repair, a vendor must cite the above solicitation number and each amendment thereto, if any, and must respond to each certification in this solicitation.

f. The Government cannot guarantee that an application for a security clearance (if required) can be processed in the time between the solicitation closing and the time of award.

5. INSPECTION OF VESSEL / PRE-PROPOSAL CONFERENCE **a. Inspection for the USNS MEDGAR EVERS (T-AKE 13) will take place at {Naval Station Norfolk Va}, on or about 31 Aug 2026 at 0800 AM-1600 PM local time on USNS WILLIAM MCLEAN (T-AKE 12). Inspection is not mandatory and shall be at the offeror's expense.**

b. Offerors who plan to inspect the vessel must complete the registration process IAW paragraph 6, "Ship & Base Access," below. Personnel who fail to pre-register will, at best, experience protracted delays in accessing the vessel. A second inspection will NOT be scheduled.

c. Contractor's failure to investigate, pursuant to the site inspection instructions in the solicitation, general and local conditions potentially affecting the work or its cost, will not relieve Contractor's responsibility for properly estimating the cost of successful performance of the work, or for proceeding to successfully perform the work, without additional expense to the Government.

6. SHIP & BASE ACCESS

a. 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.

b. 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 Joe Fader at joseph.a.fader2.civ@us.navy.mil for a DoD SAFE link and upload instructions to submit the form encrypted. It is incumbent on the submitter to confirm timely receipt of documents by the Government.

(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 master@ake13.navy.mil, chmate@ake13.navy.mil, cheng@ake13.navy.mil and joseph.a.fader2.civ@us.navy.mil

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 2026-O0038)	Feb 2026		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

N32205.52.215-9Z07 MSC Ship Repair - Evaluation Factors for Award (Apr 2026)

1. Award will be made to the responsible, technically acceptable offeror, with acceptable past performance, whose proposal, conforming to the solicitation, offers the lowest evaluated price. The Government reserves the right to make an award based upon initial offers. The Government intends to award one (1) contract as a result of this solicitation.

2. BASIS FOR AWARD. The Government will evaluate offers on an LPTA basis IAW FAR 15.103-2. The technical factor and past performance factor will be evaluated on an acceptable/unacceptable basis. Technical tradeoffs will not be made and no additional credit will be given for exceeding the minimum requirements of the solicitation. Award will be made to the lowest evaluated price proposal whose offer conforms fully to the solicitation requirements and meets the acceptability standards for all non-price factors and subfactors. In order to be eligible for award, an offer must receive an acceptable rating in every non-price factor and subfactor. An unacceptable rating in any non-price factor or subfactor will render the entire offer unacceptable. For other than small business concerns, the Government will evaluate the Small Business Subcontracting Plan IAW FAR 52.219-9 with its Alternate II. Failure by an other than small business concern to submit and negotiate a subcontracting plan acceptable to the KO will render its offer ineligible for award of a contract.

a. The Government intends to award without negotiations. However, pursuant to FAR 52.215-1(f)(4), the Government reserves the right to conduct negotiations if the KO later determines them to be necessary. In the event that negotiations are held, a competitive range determination will be made.

b. The fully compliant, responsible, lowest-priced offeror with an acceptable rating for all non-price factors will be selected. The proposal will also be evaluated to ensure the completion of the representations and certifications and the inclusion and submission of other information required.

c. The following factors and subfactors will be considered:

Technical Factor
- 1 - Understanding the WI Package
  - Subfactor 1.1 -TPSN
  - Subfactor 1.2 - Problem Areas
  - Subfactor 1.3 - Engineering
  - Subfactor 1.4 - Material Availability
  - Subfactor 1.5 - Heavy Weather Plans
  - Subfactor 1.6 - Cold Weather Plans
  - Subfactor 1.7 - Fire and Flooding Protection Plans
- 2 - Ability To Perform the WI Package
  - Subfactor 2.1 - Man-hour Chart
  - Subfactor 2.2 - Growth Absorption
  - Subfactor 2.3 - Facilities
- 3 - Management Control and Quality Assurance
  - Subfactor 3.1 - Subcontractor Participation
  - Subfactor 3.2 - Quality Control Plan
  - Subfactor 3.3 - Hazardous Waste Management Plan

Past Performance Factor

Factor 1 – Quality of product or service

Factor 2 – Timeliness or scheduling of service/deliveries

Factor 3 – Business relations/customer satisfaction

Factor 4 – Key personnel and staffing (including subcontractors)

Factor 5 – Cost Controls (Cost Contracts Only)

Price Factor

NOTE. Offerors are cautioned that any offer receiving a rating of unacceptable for any technical subfactor may be rated unacceptable overall for the technical factor. Any offer rated unacceptable for the technical factor or past performance factor will be ineligible for award.

Technical Acceptable /Unacceptable Ratings	
Rating	Description
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.
Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

4. EVALUATION FACTORS FOR AWARD

a. Evaluation criteria consist of factors and subfactors. The proposals will be evaluated under the following factors: technical, past performance, and price. The technical factor and subfactors and past performance factor will each receive one of the adjectival ratings defined in paragraph 3.

b. The technical factor will be evaluated for acceptability at the subfactor level. To receive an acceptable rating for a subfactor, the offer must meet all requirements of the solicitation for that subfactor. Failure to meet all requirements for the subfactor will result in the subfactor rating of unacceptable. To receive an overall acceptable rating for the technical factor, all subfactors must have received an acceptable rating. If any subfactor received an unacceptable rating, then the overall technical rating is unacceptable. Technical factor includes:

1 - Understanding the WI Package (header only)

Subfactor 1.1 TPSN

Demonstrate in detail, an understanding of the overall scope of work and the plan to accomplish that work by providing a TPSN, including milestones for each WI including Category "B" items. Include all milestones listed in WI 0013. In addition, develop a Critical Path Analysis by WI. **The analysis shall clearly identify the primary Critical Path and Key Inspection Events at each point of the availability. In addition, a secondary Critical Path may be presented.**

List all awarded contracts and pending offers for same or overlapping period of performance as this availability. Explain the impact of those committed and pending projects to this availability and management of conflicts.

Identify whether it is achievable to complete all the Category "A" WIs within the period of performance. If it is not possible, provide a timetable that realistically completes all category "A" WIs. If the alternate timetable presented is determined to be unrealistic to complete all category "A" WIs, then this subfactor will be rated unacceptable.

Identify any challenges or obstacles for the coordination of WIs. Describe possible solutions for any challenge or obstacle identified.

Subfactor 1.2 Problem Areas

Identify any foreseen potential problem areas in accomplishing the work requirements (e.g., LLTM, open and inspect items, potential labor disputes, dry dock availability, exercising contract options) within the allotted contract period and propose solutions to those problems. If no problems are foreseen, state, "No problems are foreseen."

Subfactor 1.3 Engineering

The Offeror shall demonstrate an understanding of the engineering support requirements (e.g., working drawings, tech/system manuals, selected record plans, inclining requirements, Trim and Stability booklet, and docking and undocking calculation, of the work package IAW WI 0901.

Identify completely the extent of engineering services that you plan to provide for this work package.

Describe the methodology to be used for resolving technical engineering problems, including engineering/production interfaces.

Describe the liaison between production and any engineering or design subcontractors (e.g., whether or not specifically dedicated in-house individuals will be assigned liaison).

Describe how regulatory approvals will be obtained for applicable engineering drawings (i.e. use of Professional Engineer review, use of ABS review for ABS approval).

Subfactor 1.4 Material Availability

Provide a separate listing of all brand name or equal items. List should identify the product or material by work item number.

Subfactor 1.5 Heavy Weather Plans

A Heavy Weather Plan shall be submitted IAW WI 0006. The heavy weather plan shall include a description of the protection arrangements available and the preventive measures that will be taken to ensure the safety of the ship from potential heavy weather conditions.

Subfactor 1.6 Cold Weather Plan

A Cold Weather Plan shall be submitted IAW WI 0007. The Cold Weather Plan shall include a description of the protection arrangements available and the preventive measures that will be taken to ensure the safety of the ship from potential cold weather conditions.

Subfactor 1.7 Fire and Flooding Protection Plans

A Fire and Flooding Protection Plan shall be submitted IAW WI 0016. The plan shall include a description of the ship repair facility fire protection and flooding protection measures/procedures, agreements with local fire and rescue organizations, firefighting response plan, flooding response plan, rescue response plan, medical emergency response plan, dewatering equipment available, alternative firefighting provisions in the case of disabled fixed firefighting systems and preventive measures that will be taken to ensure ship's safety during fire or flooding emergencies.

2 - Ability To Perform the WI Package (header only)

Subfactor 2.1 Man-hour Chart

Provide the supervisor/worker ratio for each specification item. Submit man-hour estimates for all specification items in the format outlined below. The man-hour estimates provided shall reflect the actual man-hours planned to accomplish the work in the specification items.

MAN-HOUR ESTIMATES

ITEM NO.	PRIME CONTRACTOR	SUBCONTRACTOR	TOTAL

Provide one graphic presentation indicating each of the following items (only one graph to be provided) **Note:** Left side of graph to indicate "man-days"; bottom of graph to indicate time from award date to redelivery of vessel in daily intervals.

(a) Total number of personnel required to accomplish all work projected during the period of performance required by the solicitation.

(b) Total number of personnel required to accomplish all shipyard work, all other work currently scheduled, and all other work projected during the period of performance required by this solicitation.

(c) Total number of subcontractor personnel used to accomplish work projected during the period of performance required by this solicitation.

(d) Projected number of contractor and subcontractor personnel required to accomplish the additional man-hours of growth work as outlined in this solicitation

Subfactor 2.2 Growth Absorption

Provide an estimate of the amount of additional work that can be absorbed without impact on the availability completion. Assume that most of the additional work is identified during the first 50% of the availability, that the work per trade (Hull, Machinery, and Electrical) is proportional to the work in the basic specifications, and that all material for such additional work is available within a reasonable time.

Justify the estimate of the amount of additional work that can be absorbed beyond AGR and Category "B" items.

Subfactor 2.3 Facilities

Complete the enclosed MSC Ship Repair Facility Survey Form (MSC Form 4330/26). Forms must be signed and dated. (See section J for the form). Use additional sheets as necessary to give a complete description of your facilities. **Note** the following special instructions when completing the form.

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

b. Photocopies of crane certification data shall be supplied.

c. The following instructions apply to the required submittals list located on sheet 5 of 5.

1) Submittal number 1: submit as instructed.

2) Submittal number 2: submit as instructed.

3) Submittal number 3: submit as instructed; list only capital equipment. Do not list portable hand-held tools.

4) Submittal number 4: do not submit, covered elsewhere in RFP.

5) Submittal number 5: do not submit, covered elsewhere in RFP.

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

7) Submittal number 7: do not submit.

Submit a Berth Chart, Approach Chart, and Mooring Chart that complies with the requirements set forth in WI 0003.

For a dry docking and IAW WI 0901, submit the J-11 MSC Drydock Evaluation Form, provide photocopies of the dry dock certificate(s), and provide the proposed blocking arrangements, laid out in plan, profile and section views that shows the blocking arrangement and proposed dry dock.

3 - Management Control and Quality Assurance (header only)

Subfactor 3.1 Subcontractor Participation

For all major subcontractors identified, advise whether the use of a second-tier subcontractor is proposed. If so, identify the proposed second-tier subcontractor and the specific work that it will be tasked to perform.

Identify all work items where work required is planned to be accomplished outside of the contractor's primary repair facility. Identify the facility /subcontractor planned to accomplish this work, the location where work will be performed, and contractor intentions for accomplishing regulatory body and MSCREP inspections at the off-site location.

Where a Technical Representative is required, identify each Technical Representative by source and by WI number. If none, state so.

Subfactor 3.2 Quality Control Plan

Describe in detail the Quality Control (QC) Plan to be used for this availability. The description should address the method for complying with WI 0004. Discuss the documentation of QC activity (e.g., logs, notebooks, records). Present the test failure recovery plan.

Subfactor 3.3 Hazardous Waste Management Plan

A Hazardous Waste Management Plan shall be submitted IAW WI 0023. Provide a copy of the facility's Hazardous Waste Spill Response Plan.

Identify key shipyard personnel associated with hazardous waste management including, but not limited to, personnel associated with employee training, hazardous waste identification, and manifest documentation.

Identify any subcontractors associated with removal, handling, and disposal of hazardous waste, including but not limited to, subcontractors responsible for removing, storing, transporting, recycling, reclaiming, or otherwise disposing of hazardous waste. All permits or other applicable credentials associated with safe and proper disposal of hazardous waste should be included. If a hazardous waste subcontractor is changed for any reason, the Hazardous Waste Management Plan shall be amended prior to the new subcontractor beginning work on the vessel.

Identify all local, state, and federal agencies associated with the disposal of hazardous waste.

Outline procedures used by the facility to accomplish removal, handling, storage, and disposal of hazardous waste IAW local, state, and federal requirements.

Describe all steps to be taken to reduce the volume and toxicity of hazardous waste generated during the performance of the contract. This is to include but not be limited to a description of management of hazardous waste generation, process controls utilized to ensure that effective minimization techniques are maintained, and any technological resources available to reduce either the toxicity or the volume of hazardous waste.

c. Past performance factor includes:

(1) 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 take into account relevant information submitted by each offeror as part of its proposal and the Government's assessment, but also evaluation of other sources of information, which the government at its sole discretion will develop. Other sources of information for past performance may include, but are not limited to, CPARS assessments, FAPIIS, Subcontracting Plan Reporting, other databases, questionnaires and interviews. The Government reserves the right and option to consider Past Performance Questionnaires received after the due date for receipt of proposals. In any event, the burden of providing thorough and complete past performance information remains with the offeror.

(2) The Government will consider the recency and relevancy of past performance information, as compared to the requirements detailed in the WI Package.

(a) To be considered "recent," the effort must be either on-going and at least 50% complete or must have been performed during the past three (3) years from the date of issuance of the solicitation.

(b) To be considered "relevant," the recent effort must be similar in terms of scope, magnitude, and complexity in comparison to the requirement detailed in the WI Package.

(3) The offeror's response to CPARS assessment reports and/or questionnaires may be considered regarding past performance evaluation areas rated marginal or unsatisfactory in relation to the current solicitation requirement. If the offeror does not provide clearly articulated extenuating or mitigating information for evaluation areas rated marginal or unsatisfactory then the past performance factor will be rated "unacceptable."

(4) For all offerors, the Government will consider historical compliance with the requirements of FAR 52.219-8 (Utilization of Small Business Concerns). In addition, for other than small business concerns, the Government will consider historical compliance with the requirements of FAR 52.219-9 (Small Business Subcontracting Plan) and DFARS 252.219-7996 (Small Business Subcontracting Plan (DoD Contracts)).

(5) IAW FAR 15.202(c)(1), an offeror without a record of recent, and/or relevant, past performance, or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can

be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered acceptable.

d. Price factor.

(1) The Price factor will not be assigned an adjectival rating but shall be evaluated for completeness and price reasonableness. The total evaluated proposal price will be the sum of all line item numbers, inclusive of options, and the Interport Differential, if applicable.

(a) Completeness: All pricing information required by the solicitation have been submitted.

(b) Price Reasonableness: Prices are considered fair under current market conditions, reasonable to the offeror and reasonable to the Government. This determination will be made utilizing one or more of the price analysis techniques in FAR 15.404-1. When certified cost or pricing data is required then cost analysis techniques in FAR 15.404-2 will also be utilized.

(2) Interport Differentials shall be assessed for proposals in the geographic areas of consideration listed in Attachment J-10 - Interport Differential. The expected departure and return port, fuel rates, per diem rates, or any other costs associated with the Interport Differential calculation are subject to change, which may occur after receipt of proposals; however, the Interport Differentials stated in the J-10 attachment will be used for evaluation purposes.