

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER			PAGE 1 OF		
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		b. TELEPHONE NUMBER (<i>No collect calls</i>)
			8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY CODE			10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED ☐ DISADVANTAGED ☐ SERVICE-DISABLED ☐ WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: ☐ VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A)		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A ☐ RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	
15. DELIVER TO CODE		16. ADMINISTERED BY CODE		13b. RATING	
				14. METHOD OF SOLICITATION REQUEST ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)	
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NUMBER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM		
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (<i>For Government Use Only</i>)	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ☐ 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)		
30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)		31c. DATE SIGNED

Solicitation/Contract Form Continuation

Enterprise Cloud and Network Operations and Management Support Services

ORDERING:

Task Order Procedures:

The established ceiling for this IDIQ is \$99,000,000.00. No single or combination of task orders can exceed the contract ceiling.

Oral Orders –Indefinite Delivery Contracts

Oral orders may be placed provided the following conditions are compiled with:

- (a) No oral order will exceed \$100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.
- (b) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery of performance date.
- (c) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.
- (d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.
- (e) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one oral order is consolidated for a single confirmation.

Ordering:

a. Ordering: Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Task Orders (TOs) on DD Form 1155 or SF1449 by the Ordering Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any TO. When mailed, a TO shall be “issued” for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the Contractor.

b. Ordering Procedures:

(1) TOs issued shall include, but not be limited to the following information:

- (a) date of order
- (b) contract and order number
- (c) appropriation and accounting data
- (d) item number and description of the services to be performed, period of performance, quantity, and unit price
- (e) DD Form 254 (contract Security Classification Spec), if applicable
- (f) DD Form 1423 (Contract Data Requirements List), if applicable.
- (g) exact place of performance.
- (h) the inspecting and accepting codes (as applicable).
- (i) the firm fixed price.
- (j) list of Government Furnished Property and the estimated value thereof, if applicable.
- (k) any other pertinent information

c. Unilateral Orders issued under an urgent requirement. TOs under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the Disputes clause.

- d. Cautionary Note. Nothing stated in the TO, in a quote, or in discussions thereto, can modify the basic contract terms or regulations governing this contract.
- e. Pricing. All labor categories and rates used to price task orders shall be in accordance with the Pricing Spreadsheet, Attachment I, to the contract. Proposed pricing will be incorporated as the ceiling prices set at the IDIQ level.

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	Base Ordering Period - See Attached Performance Work Statement Pricing Arrangement: Firm Fixed Price	1	Lot		
0002	Base Ordering Period Travel Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 1001	FAR 52.217-8 - See Attached Performance Work Statement Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 1002	FAR 52.217-8 Travel Pricing Arrangement: Cost No Fee	1	Lot		

Continuation of Description

Requirements

Enterprise Cloud and Network Operations and Management Support Services

Continuation of Packaging and Marking

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Inspect and Accept DoDAAC: N69235 CountryCode: USA NAVAL NETWORK WARFARE COMMAND 2465 GUADALCANAL ROAD, NORFOLK VA 23521-3228 NORFOLK, VA 23523 UNITED STATES Dionne Hawkins, COR Email: Dionne.F.Hawkins.civ@us.navy.mil
0002	Inspection and Acceptance Location Both Destination Instructions: Inspect and Accept DoDAAC: N69235 CountryCode: USA NAVAL NETWORK WARFARE COMMAND 2465 GUADALCANAL ROAD, NORFOLK VA 23521-3228 NORFOLK, VA 23523 UNITED STATES Dionne Hawkins, COR Email: Dionne.F.Hawkins.civ@us.navy.mil
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: Inspect and Accept DoDAAC: N69235 CountryCode: USA NAVAL NETWORK WARFARE COMMAND 2465 GUADALCANAL ROAD, NORFOLK VA 23521-3228 NORFOLK, VA 23523 UNITED STATES Dionne Hawkins, COR Email: Dionne.F.Hawkins.civ@us.navy.mil
Option Line Item 1002	Inspection and Acceptance Location Both Destination Instructions: Inspect and Accept DoDAAC: N69235 CountryCode: USA

NAVAL NETWORK WARFARE COMMAND
2465 GUADALCANAL ROAD, NORFOLK VA 23521-3228
NORFOLK, VA 23523
UNITED STATES

Dionne Hawkins, COR
Email: Dionne.F.Hawkins.civ@us.navy.mil

Continuation of Deliveries or Performance

Overall Contract Delivery Period

Period of Performance

From 01 Jan 2027 to 30 Jun 2032

The ordering period above may include unexercised options

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001	Period of Performance From 01 Jan 2027 To 31 Dec 2031	1 Lot	
0002	Period of Performance From 01 Jan 2027 To 31 Dec 2031	1 Lot	
Option Line Item 1001	Period of Performance From 01 Jan 2032 To 30 Jun 2032	1 Lot	
Option Line Item 1002	Period of Performance From 01 Jan 2032 To 30 Jun 2032	1 Lot	

Continuation of Accounting and Appropriation Data

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.219-13	Notice of Set-Aside of Orders.	Mar 2020		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
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		
52.222-35	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		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.203-3	Gratuities.	Apr 1984		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.224-3	Privacy Training.	Jan 2017		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	May 2024		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.239-7018	Supply Chain Risk.	Dec 2022		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders.	Oct 2025		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	(Feb 2026)
POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)		

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires.

(May 2014)

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

Labor Category	Monetary Wage	Fringe Benefits
Project Manager II	GS 09 Step 03 (\$32.51)	38.6%
Technical Writer III	GS 11 Step 03 (\$38.93)	38.6%
Conditional Access Policy Manager	GS 09 Step 03 (\$32.51)	38.6%
Azure Virtual Desktop Sys Admin	GS 09 Step 03 (\$32.51)	38.6%
Cloud Service Support Admin/Analyst	GS 09 Step 03 (\$32.51)	38.6%
Cloud Service Support Engineer	GS 12 Step 03	38.6%
Cloud Application Admin	GS 09 Step 03 (\$32.51)	38.6%
Configuration Manager	GS 09 Step 03 (\$32.51)	38.6%

E-Discovery Administrator (Security/FOIA/CAPSTONE)	GS 09 Step 03 (\$32.51)	38.6%
Identity and Entitlement Admin	GS 09 Step 03 (\$32.51)	38.6%
IT Infrastructure Security Specialist	GS 08 Step 03 (\$29.73)	38.6%
Financial Specialist	GS 08 Step 03 (\$29.73)	38.6%
Information Assurance Analyst	GS 09 Step 03 (\$32.51)	38.6%
Network Specialist	GS 08 Step 03 (\$29.73)	38.6%
Network Analyst	GS 09 Step 03 (\$32.51)	38.6%
Network Engineer	GS 12 Step 03 (\$46.57)	38.6%

(End of clause)

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Tailored)

(Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

TO BE FILLED IN AT THE TASK ORDER LEVEL

(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.

(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.

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____

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

(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.

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(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

203.1106-1(3-18) SUPTXT 203.1106-1 (3-18) NAVY USE OF ABILITYONE SUPPORT
CONTRACTOR - RELEASE OF OFFEROR INFORMATION

(Jan 2024)

NAVSUP FLC Norfolk may utilize contractor support through the AbilityOne Program, as needed, to perform contract closeout functions for this acquisition. Information, including business sensitive/confidential or proprietary data, that the offeror provides to the Government or information already in the possession of the

Government may be viewed and utilized by the AbilityOne Program support contractor personnel during the course of its contract performance. The information that may be made available to the support contractor may include, for example, pricing and technical proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data/information.

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

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

NCH16-07 DURATION OF CONTRACT PERIOD (SEP 2015)

(Dec 2025)

DURATION OF CONTRACT PERIOD (SEP 2015)

(a) This contract shall become effective on **01/01/2027** or date of award, whichever is later, and the ordering period shall continue in effect during the period ending **66** months after date of contract unless terminated in accordance with other provisions herein. Performance under task orders issued under this contract may begin **1** day after the effective date of the contract and may continue in effect during the period ending **365** days after the last day of the ordering period.

(b) Notwithstanding the above, the Contracting Officer may extend the contract ordering period to accommodate the issuance of task orders in accordance with paragraph (e) of "Level of Effort".

NCH42-01 CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (SEP 2015)

(Dec 2025)

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (SEP 2015)

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name:

Address:

Phone:

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name:

Address:

Phone:

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name:

Address:

Phone:

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name:

Address:

Phone:

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name:

Address:

Phone:

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name:

Address:

Phone:

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name:

Address:

Phone:

7. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to the contract type or types covered by this contract and to any limitations on the warrant of the individual placing the orders;
- b. No order shall be placed in excess of \$----- without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of -----.

Name:

Address:

Phone:

NCH16-11 MINIMUM AND MAXIMUM QUANTITIES (FFP, MULTIPLE AWARD IDIQ) (SEP 2015) (Dec 2025)

MINIMUM AND MAXIMUM QUANTITIES (FFP, MULTIPLE AWARD IDIQ) (SEP 2015)

This contract is one of a set of Multiple Award Contracts (MAC). As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contracts, each MAC contract has a total contract minimum quantity of \$10,000.00 worth of orders.

The maximum value of the MAC program is \$ 99,000,000.00.

NCH01-01 COMMUNICATIONS DURING THE LIFE OF THE CONTRACT (SEP 2015) (Dec 2025)

COMMUNICATIONS DURING THE LIFE OF THE CONTRACT (SEP 2015)

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

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

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

NAME: Amy Barnes

ADDRESS:

1968 Gilbert Street, Suite 600

Norfolk, VA 23511-3392

TELEPHONE: (564) 226-1893

EMAIL: amy.m.barnes14.civ@us.navy.mil

NCH01-02 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (SEP 2015) (Dec 2025)

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (SEP 2015)

TO BE FILLED IN AT TIME OF AWARD

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

NAME CODE

MAIL ADDRESS

TELEPHONE NUMBER

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

NAME CODE

MAIL ADDRESS

TELEPHONE NUMBER

NCH04-02 SECURITY ADMINISTRATION (CONTRACT) (SEP 2015)
SECURITY ADMINISTRATION (CONTRACT) (SEP 2015)

(Dec 2025)

The highest level of security required under this contract is _____ as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, _____ Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

Addendum to Contract Clauses

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.232-18	Availability of Funds.	Apr 1984		
52.242-13	Bankruptcy.	Jul 1995		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.247-34	F.o.b. Destination.	Jan 1991		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	Jun 2020	Alternate I	Nov 2021
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		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-92	Security Requirements. (Deviation 2026-O0038)	Feb 2026		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.224-1	Privacy Act Notification.	Apr 1984		
52.224-2	Privacy Act.	Apr 1984		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	Feb 2026	Deviation 2026-O0025	Feb 2026
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	Feb 2026	Deviation 2026-O0015	Jan 2026
252.204-7023	Reporting Requirements for Contracted Services. (Alternate I)	Jul 2021	Alternate I	Jul 2021
252.245-7003	Contractor Property Management System Administration	Jan 2025		
	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.			

252.225-7961	(DEVIATION 2026-O0041)	Jun 2026	Deviation 2026-O0041	Jun 2026
252.240-7007	Prohibitions Relating to Chinese Military Companies. (DEVIATION 2026-O0025)	Jun 2026	Deviation 2026-O0025	Jun 2026
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.239-7010	Cloud Computing Services.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.216-18 Ordering. (Tailored)

(Aug 2020)

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01/01/2027 through 06/30/2032.

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19 Order Limitations.

(Oct 1995)

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$50,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of contract ceiling;

(2) Any order for a combination of items in excess of contract ceiling; or

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

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

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

(End of clause)

52.216-22 Indefinite Quantity. (Deviation 2026-O0038) (Tailored)

(Feb 2026)

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6/29/2033.

(End of clause)

52.216-32 Task-Order and Delivery-Order Ombudsman.

(Sep 2019)

Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. Mr. Michael Brown, PTDO, Deputy Assistant Secretary of the Navy (Procurement), 1000 Navy Pentagon, Washington, DC 20350, phone (703) 614-9600, and email usn.pentagon.asstsecnavrdadc.mbx.DASNP-NCAG@us.navy.mil.

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

52.217-8 Option to Extend Services.

(Nov 1999)

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day.

(End of clause)

52.252-2 Clauses Incorporated by Reference.

(Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

<https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52> and https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of clause)

52.252-6 Authorized Deviations in Clauses.

(Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

52.219-14 Limitations on Subcontracting (DEVIATION 2021-O0008) (Tailored)

(Feb 2026) Deviation 2021-O0008 (Feb 2023)

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

(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 subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); 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) *Limitations on subcontracting*. 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, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), 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. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(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--

X 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 protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege 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)

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

(Mar 2000)

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

TO BE FILLED IN AT THE THE TASK ORDER LEVEL

(a) The Government may extend the term of this contract by written notice to the Contractor within ____ [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ____ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

252.237-7023 Continuation of Essential Contractor Services. (Tailored)

(Oct 2010)

CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

TO BE FILLED IN AT THE TASK ORDER LEVEL

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment ____, Mission-Essential Contractor Services, dated ____.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) **Changes.** The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

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

(Jan 2024)

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

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

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

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

NAME: Amy Barnes

ADDRESS:

1968 Gilbert Street, Suite 600

Norfolk, VA 23511-3392

TELEPHONE: (564) 226-1893

EMAIL: amy.m.barnes14.civ@us.navy.mil

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

(Jan 2024)

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

To submit recommended contract language to be incorporated into the Naval Supply Systems Command (NAVSUP) Contracts Handbook (CH) as NAVSUP component text, the language must not meet the requirements for a regulation clarification or change. All submissions (utilizing the text

template on Contracting Knowledge Site (CKS)) should be reviewed and approved by the activity's Chief of the Contracting Office (CCO) prior to submission.

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

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

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

** Alternative language which may be included as appropriate:

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

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

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

X.3 Be citizens of the U.S

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

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

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

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

This local text does not apply to non-United States (U.S.) Nationals (foreign nationals) who are contractor employees performing work overseas. This text is applicable to the U.S. Nationals living in the U.S. or overseas who are performing work on a Navy contract.

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

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

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

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

APPLICABILITY

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

within the DoD (hereinafter referred to collectively as the "DoD Components").

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

ACCESS TO FEDERAL FACILITIES

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

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

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

1. Completion of "Level I Antiterrorism Awareness Training" available at <https://jkodirect.jten.mil/pdf/at11/launch.html>; or
2. Under the instruction of a qualified Level I Antiterrorism Awareness instructor; or
3. By providing a training certificate for "Level I Antiterrorism Awareness Training" training showing completion within the last calendar year.

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

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

OPERATION SECURITY (OPSEC)

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

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

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

START-UP PERIOD

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

Definition of "productive":

- a. OF-306 signed by contractor employee
- b. FD-258 Fingerprint Card (Contingent upon availability of electronic fingerprinting submission)
- c. Completed Electronic Investigation (e-QIP)
- d. All contractor employees with need for a Common Access Card (CAC) must have an active Defense Information System for Security (DISS) profile.
- e. Common Access Card (CAC)
- f. DISS Visit Request submitted (Contingent upon classification of work being performed, Confidential, Secret, Top Secret).

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

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

ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEM

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

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

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

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

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

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

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION

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

- a. Whenever Government provides CUI to, or CUI is generated by, non-DoD entities, all CUI records must be handled as required by the approved mandatory disposition authority.
- b. All CUI records must follow the approved mandatory disposition authority whenever the Government provides CUI to, or CUI is generated by, non-DoD entities in accordance with Section 1220-1236 of Title 36, CFR, Section 3301a of Title 44, U.S.C., and the DoDI 5200.48.
- c. Contractor employees shall monitor CUI aggregation and compilation based on the potential to generate classified information pursuant to security classification guidance addressing the accumulation of unclassified data or information
- d. Contractor employees shall submit unclassified government information for review and approval for release in accordance with the Standard DoD Component Processes, DoDI 5230.09, and DoDM 5205.07, Volume 1.

CONTRACTOR'S SECURITY REPRESENTATIVE

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

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

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

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

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

Original Signed Release Statements

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

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

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

For classified contracts, if the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Access Request (VAR) via the Defense Information Security System (DISS). If the contractor employee does not have a current favorably adjudicated investigation, the contractor shall submit the Visit Access Request in DISS until the contractor employee has at a minimum an interim clearance. If the contract only requires access to unclassified information, even if the contractor takes a DISS "owning" role over the contractor employee, the Navy Command will also take a DISS "owning" role over the contractor employee during the hiring process and for the duration of assignment under that contract. If the contract requires access to classified information, the contractor's Facility Security Office (FSO) will take a DISS "ownership" role and the Navy command will take a DISS "servicing" role during the hiring process and the duration of assignment under that contract. All VARs requires annual renewal for the duration of the employee's performance under the contract.

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

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

Must be either a U.S. citizen or a U.S. permanent resident with a minimum of 3 years of legal residency in the U.S. (as required by the Deputy Secretary of Defense DTM 08-006 or its subsequent DoD Instruction (INST)) and

Must have a favorably completed NACI or T1 investigation or equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the CSR must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions

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

Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

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

SUPTXT242-9405 EXPEDITING CONTRACT CLOSEOUT

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

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

List of Contract Documents, Exhibits, or Attachments

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
02	QASP AND QASP MATRIX			04 Aug 2026
03	Contract Administration Plan			04 Aug 2026
04	Contractor Discrepancy Report			04 Aug 2026
05	DRAFT DD 254			04 Aug 2026
06	Past Performance Information Form			04 Aug 2026
07	WD 2015-4341 REV 36 DATED 8.22.26	Wage Determination		09 Sep 2026
08	Past Performance Report Form			09 Sep 2026
09	Attachment I- Pricing Spreadsheet			10 Sep 2026
10	Performance Work Statement	Performance Work Statement		10 Sep 2026

Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	Aug 2024		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

FAR Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in-
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

Addendum FAR 52.212-1 - Instructions to Offerors - Commercial Products and Commercial Services

The Government intends to issue a Firm Fixed Price Indefinite Delivery Indefinite Quantity (FFP IDIQ) multiple award contract (MAC) with three (3) to six (6) awards as a result of this solicitation in accordance with FAR Part 12, Acquisition of Commercial Items, FAR Subpart 16.5, Indefinite-Delivery Contracts and FAR Part 15 Contracting by Negotiations. Award will be made to the offeror(s) whose proposal is most advantageous to the Government under the selection criteria set forth in this solicitation. The Government intends to evaluate proposals and award to three (3) to six (6) contracts without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a non-price and price standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government reserves the right to award a FFP IDIQ to other than the three (3) to six (6) offeror(s) with the lowest price proposal or to other than the offeror(s) with the highest rated non-price proposal.

QUESTIONS:

Offerors may submit questions regarding clarification of solicitation requirements directly to the Contract Specialist and Contracting Officer at alexandria.e.mccune.civ@us.navy.mil and amy.m.barnes14.civ@us.navy.mil. It is requested that all questions be received no later than **18 September 2026** as time may not permit responses to questions received after that date to be prepared and issued prior to the receipt of proposals. For this reason, the Government reserves the right to not answer any questions received after the due date.

INSTRUCTIONS FOR SUBMISSION OF PROPOSALS:

(1) Proposals shall be submitted to Amy Barnes, Alexandria McCune, and Ethan Othersen electronically no later than the due date of the solicitation closing via email to amy.m.barnes14.civ@us.navy.mil, alexandria.e.mccune.civ@us.navy.mil, and ethan.t.othersen.civ@us.navy.mil. Offerors shall comply with the detailed instructions for the format and content of the proposals contained herein; proposals that do not comply may be considered non-responsive and may render the proposal ineligible for award.

(2) All submissions and attachments shall be in Microsoft Office Word or an Adobe PDF. Submissions are page limited to the maximum number of pages as defined below. Only the price supporting information may be submitted utilizing Microsoft Office Excel. Submissions are page limited to the maximum number of pages as defined below. These page limitations are inclusive of the executive summary and any charts, diagrams, and/or other graphics. Graphics (including tables) in the proposal may use Times New Roman font with 8-point size type or larger. Each "page" is defined as one sheet, 8 1/2 "x 11", with at least one inch margins on all sides, using Times New Roman font with a point size of 12 or greater. Lines shall, at a minimum, be selected as single-spaced in Microsoft Word with Microsoft Word Normal character spacing. Pages shall be consecutively numbered. The offeror is permitted to submit no more than one page for each of the following, which will not be included in the page count: a cover sheet, list of tables, list of figures, list of acronyms, compliance matrix, and table of contents.

(3) Offerors should include the following information in the Subject Line of their electronic submission

Proposal - N0018926RL011 - (Name of Offeror) - ("Prime" or "Sub") - Email (#) of (#)

GENERAL

Offerors shall respond to all requirements of the solicitation document. Offerors are cautioned not to alter the solicitation. Proposals shall include the following legend on each page:

Source Selection Information

See FAR 2.101 and FAR 3.104

PROPOSAL FORMAT:

The proposal should contain the following items in addition to other information required by this solicitation:

The cover page should indicate the following:

- Volume Number (I or II)
- Proposal Category (Factor)
- Request for Proposal Number
- Name and Address of Offeror, CAGE Code, SAM Unique Entity ID, and applicable Tax I.D. Number (TIN)
- Point of Contact name, telephone number, and email address
- Proposal valid for 180 days after solicitation closing

Offerors are required to submit their proposals in two (2) separate volumes as follows:

Volume I: Non-Price Proposal

- **Factor I - Facility Security Clearance**
- **Factor II - Past Performance**

Volume II: Factor III - Price Proposal

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

(4) Requirements for Style: Each offeror shall submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of understanding of cost consciousness. The proposal shall contain all the pertinent information in sufficient detail in the one area of the proposal where it contributes most critically to the discussion of the same information. When necessary, the offeror shall refer to the initial discussion and identify its location within the submitted proposal.

(5) Proposal Page Limitations

Volume I - Non-Price Proposal - The following page limitations are established:

Factor and Sub-Factor Titles	Page Limit*
Factor I - Facility Security Clearance	No limit
Factor II - Past Performance	15 Pages

*The Facility Security Clearance is not page-limited; however, the Facility Security Clearance is to be strictly limited to a copy of the verification.

Volume II - Price Proposal is not page limited; however, the Price Proposal is to be strictly limited to price and cost information and completed solicitation documents as described in the General Section at the beginning of this text.

Title	Limit*
Factor III - Price Proposal	No limit

Pages submitted in excess of the page limitations described above will not be evaluated. The Government may exercise discretion in determining which specific pages are considered to be in excess of the page limitations.

* Page limits represent the maximum pages the Government will evaluate and are not construed as de facto standards for the amount of material expected in the proposal.

PROPOSAL CONTENT:

Volume I: Non-Price Proposal

This volume shall address the non-price factors and include all information required for proposal evaluation. This volume shall also address past performance and shall include all information required for proposal evaluation. This volume of the proposal shall exclude any reference to the price aspects of the proposal.

Factor I - Facility Security Clearance

The offeror shall provide verification that it possesses an active Facility Security Clearance at the **TOP SECRET** classification level at the time of proposal submission as identified in the PWS. The verification shall be provided via the Defense Counterintelligence and Security Agency's (DCSA) National Industrial Security System (NISS) and obtained no earlier than 30 days prior to the issuance of the solicitation. The Verification request shall include the following: Cage Code, Facility Name, Physical Location, Facility Clearance Status/Level, Status Date/Issue Date, Safeguarding Level, Authorized Access to FCL Limitation, Facility Security Officer, Facility Security Officer Phone Number, DCSA Field Office, and DCSA Officer Phone Number.

Factor II - Past Performance

To demonstrate its past performance, the offeror shall identify up to three (3) of its most relevant contracts within the past (5) five years of the solicitation issuance date. Those contracts must also reflect one year of completed performance by the closing date of the solicitation. One (1) year of completed performance is defined as twelve (12) consecutive months of performance completed by the closing date of the solicitation. References with less than twelve (12) completed, consecutive months of service by the closing date of the solicitation will not be considered. Offerors shall provide a detailed explanation demonstrating the relevance of the contracts to the requirements of the solicitation. Offerors shall also cite the task sections / subsections of the PWS to which the past performance is relevant for each of the three (3) contracts.

For purposes of this solicitation, a contract is defined as a single contract or a single task order placed under an ID/IQ contract, a Blanket Purchase Agreement (BPA), or a Federal Supply Schedule (FSS). If an offeror submits the IDIQ contract, FSS contract, or BPA itself as a reference, then the offeror must identify: a) the total number of orders actually awarded to the offeror during the ordering period in the past five (5) years from the solicitation issuance date; and b) the total dollar amount of those orders. The total dollar amount shall be the sum of the orders actually awarded, not the contract maximum ceiling. Orders are defined as either delivery orders (DOs), task orders (TOs), technical direction letters (TDLs), and/or technical area tasks (TATs) placed under an ID/IQ, BPA, or FSS. Orders must also meet the recency requirements stated above: each order must have been performed within five (5) years of the solicitation issuance date and must have twelve (12) consecutive months of performance completed by the closing date of the solicitation. If an offeror submits an IDIQ contract, FSS contract, or BPA itself as a reference, the ordering period must be at least one (1) year in length and any ordering period prior to the five-years before the solicitation will not be considered. If an IDIQ contract, FSS contract, or BPA itself is submitted as a reference, the offeror shall state the specific experience claimed from the orders (i.e. the offeror shall identify what work was actually completed on the orders and the relevance to this solicitation, as opposed to generically stating that orders were merely awarded). Additionally, if an IDIQ contract, FSS contract, or BPA itself is submitted as a reference and has no orders issued against it, it will not be considered. A Past Performance example that does not provide the level of detail required may not be evaluated. If the offeror includes delivery orders / task orders as past performance, the offeror shall state specifically what work was performed by the offeror under the delivery order / task order and the dates during which work was performed.

If a proposed subcontractor's past performance is provided as part of the three (3) of its most relevant contracts or efforts, the percentage and type of work to be done by the subcontractor on the solicitation requirement must be stated. The Offeror's submittal shall also detail clearly the aspects of the work in the solicitation that the subcontractor is proposed to perform. A Past Performance example which does not detail clearly the aspects of the work in the solicitation that the subcontractor is proposed to perform may not be evaluated.

If the prime Offeror or intended subcontractor/partner submits a past performance example in which it served as a subcontractor, the prime/sub/partner shall detail clearly the work that it performed and the magnitude (dollar value) of that subcontracted work only. A Past Performance example that does not differentiate between the overall contract effort and the subcontractor effort may not be evaluated.

The past performance of subcontractors who will be performing major or critical aspects of the solicitation will be considered as highly as a prime contractor's past performance.

Failure of Offerors to provide the required information and level of specificity may result in the contract reference not being evaluated.

With respect to joint ventures, the procuring activity will consider work done individually by each member of the joint venture as well as any work done by the joint venture itself previously. Joint venture references must meet the temporal requirements described in addendum FAR 52.212-1 (within five years and a year of completed performance). Additionally, if a joint venture member submits a past performance reference, the joint venture member shall detail clearly the work that it performed in that effort and the magnitude (dollar value) of that work. A reference that does not differentiate between the overall contract effort and the joint venture member's effort for that reference may not be evaluated. The past performance of a joint venture member who will be performing major or critical aspects of the solicitation will be considered as highly as the joint venture's past performance.

The Offeror shall complete a "Past Performance Information Form" for each reference submitted. The form is an attachment to the solicitation.

In addition to the information requested above, Offerors shall contact their past performance references and request that each reference complete the Past Performance Report Form attached to the solicitation and e-mail the completed survey form directly to **Amy Barnes at amy.m.barnes14.civ@us.navy.mil, Alexandria McCune at alexandria.e.mccune.civ@us.navy.mil, and Ethan Othersen at ethan.t.othersen.civ@us.navy.mil by the DUE DATE OF THIS SOLICITATION.** The Government reserves the right to consider past performance report forms received after the due date of the solicitation and to contact references for verification or additional information.

*****The Past Performance submission is limited to 15 pages*****

Volume II: Price Proposal

Factor III - Price Proposal

The Price Proposal in Volume II shall include the completed solicitation documents. The price proposal shall include all elements of price and such other price information considered appropriate to support the offeror's proposal. The pricing information shall be completed in accordance with the following:

- a) A completed and signed Standard Form 1449, Solicitation/Contract/Order for Commercial Items, and executed copies of any amendments completed "Supplies or Services and Price" section.
- b) Complete the table located in Attachment I, Pricing Spreadsheet. An offeror must propose on all labor categories for all ordering periods in the table. Failure to do so shall be cause for rejection of the offer. All proposed pricing shall be calculated to the second decimal. If pricing is not provided as such, the Government will round to the second decimal. The price proposal shall include all supporting data to clearly show how the fully-burdened labor prices were developed. This information shall include a breakdown of the labor categories, labor hours, and labor rates anticipated and should be submitted within Attachment I, Pricing Spreadsheet. The firm-fixed price labor rates proposed in the pricing spreadsheet will be incorporated into the resultant contract as maximum rates to be used for task order proposals.
- c) Unless completed in the System for Award Management, the offeror shall complete the solicitation's representations, certifications and other statements of offerors.
- d) Travel costs are anticipated; therefore, the Government has included travel amounts for the CUI period of performance. All offerors are to include the "Not to Exceed" travel amounts provided in the chart below for the identified travel CLIN.

Period	Travel

Ordering Period I	\$60,000.00
Ordering Period II	\$61,000.00
Ordering Period III	\$62,000.00
Ordering Period IV	\$64,000.00
Ordering Period V	\$66,000.00
FAR 52.217-8	\$33,000.00

The above values shall be entered in travel CLINs of the price submittal, in addition to any applicable General and Administrative (G&A) and/or Overhead (OH) rate applicable, in accordance with FAR Part 31, in their accounting system. Only G&A and/or OH indirect costs are allowable if an offeror's accounting system automatically applies it, no profit or fee is allowed. Offerors G&A and/or OH shall be added to the provided travel amounts for a total cost associated with travel. If G&A and/or OH is not provided with the travel amounts within the vendor's offer, it will be determined that the offeror does not intend on applying any applicable indirect cost to provided ODCs. All price and price supporting information shall be contained in the price submittal. No price or pricing information shall be included in any other submittal including cover letters. Offerors are responsible for submitting sufficient information to enable the Government to fully evaluate their price submittal.

The price section is not page-limited but is strictly limited to the requested information and supporting documentation only. No price information shall be contained in any other part of the proposal.

The completion and submission of the above items will constitute a proposal and will indicate the Offeror's unconditional assent to the terms and conditions of this RFP and any attachments and/or exhibits hereto. All price and price supporting information shall be contained in the price proposal. No price or pricing information shall be included in any other volume including cover letters. Offerors are responsible for submitting sufficient information to enable the Government to fully evaluate their price proposal.

Evaluation - Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-2 **Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)** **(Feb 2026)**
(Tailored)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

FAR 52.212-2 - Evaluation - Commercial Products and Commercial Services.

The Government intends to issue a Firm Fixed Price Indefinite Delivery Indefinite Quantity (FFP IDIQ) multiple award contract (MAC) with three (3) to six (6) awards as a result of this solicitation in accordance with FAR Part 12, Acquisition of Commercial Items, FAR Subpart 16.5, Indefinite-Delivery Contracts, and FAR Subpart 15, Contracting by Negotiations. Award will be made to the offeror(s) whose proposal is most advantageous to the Government under the selection criteria set forth in this solicitation. The Government intends to evaluate proposals and award three (3) to six (6) contracts without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a non-price and price standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government reserves the right to award a FFP IDIQ to other than the three (3) to six (6) offeror(s) with the lowest price proposal or to other than the offeror(s) with the highest rated non-price proposal.

All proposals will be reviewed for timeliness. If the proposal is received after the solicitation closing date and does not meet the criteria for "late proposals" in the solicitation, the proposal will not be evaluated. Timely proposals will be reviewed for compliance with the solicitation. If the proposal is not compliant with the solicitation, it will not be evaluated and the offeror will be notified that the proposal is non-responsive and, therefore, will not be considered for award.

The Offeror's proposal shall be in the form prescribed by and shall contain a response to each of the areas identified in Addendum FAR 52.212-1, Instructions to Offerors--Commercial Products and Commercial Services, of the solicitation.

The selection of an Offeror for award will be based on the evaluation of Factor I - Facility Security Clearance, Factor II - Past Performance, and Factor III - Price Proposal. The Offeror's non-price proposal is considered significantly more important than the Offeror's price proposal.

Initially, proposals shall be ranked according to price, inclusive of all option pricing. An offeror's proposed pricing will be determined by adding all extended amounts.

If a lower priced offeror is evaluated to have a Factor I - Facility Security Clearance rating of 'Acceptable' and a Factor II - Past Performance rating of 'Substantial Confidence', that offeror represents the best value for the Government. The evaluation will continue until three (3) to six (6) offerors are identified and the evaluation process stops at this point. Award(s) shall be made to those offerors without further consideration of any other proposals. However, if the lowest priced offeror is not evaluated to have a Factor I - Facility Security Clearance rating of 'Acceptable' and a Factor II - Past Performance rating of 'Substantial Confidence', the next-lowest priced offeror will be evaluated. The evaluation process will continue (in order of price from lowest to highest) until three (3) to six (6) proposals are evaluated to have a Factor I rating of 'Acceptable' and a Factor II rating of 'Substantial Confidence'. The Government shall then make an integrated best-value award decision between proposals rated with a Factor I rating of 'Acceptable' and a Factor II rating of 'Substantial Confidence', and all lower priced proposals.

Offerors receiving a rating of 'Unacceptable' for any factors or sub-factors are considered un-awardable and will not be further evaluated.

If no proposals are evaluated with a Factor I - Facility Security Clearance rating of 'Acceptable' and a Factor II - Past Performance rating of 'Substantial Confidence', the Contracting Officer shall make an integrated assessment best value award decision where non-price is considered to be significantly more important than price from among the Offerors.

Offerors simply providing general statements or paraphrasing/parroting the PWS in whole or in any part may result in a rating of unacceptable. Offerors should be aware that a complete understanding as to technical, price, and all terms and conditions of the proposed contract must exist

between the offeror and the Government at the conclusion of discussions, if held. Material changes to proposals submitted in any final proposal revisions, if made, may not be subject to further discussions and may render the offer unacceptable to the Government. All offeror and team member /subcontractor information must be incorporated into one coherent proposal to be considered complete.

Although price is not the most important evaluation factor, it has the potential to become more significant during the evaluation process. The degree of importance of price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based. The importance of price will also increase when a proposal's price is so significantly high as to diminish the value to the Government that might be gained under the other aspects of the proposal. If, at any stage of the evaluation, all Offerors are determined to have submitted equal, or virtually equal, non-price proposals, price could become the factor in determining which Offerors shall receive the award.

Factor I - Facility Security Clearance

Factor I will be evaluated and will receive a rating of Acceptable/ Unacceptable based on its submission of the verification of its Top Secret Facilities Clearance Level meeting the requirements as detailed in Addendum FAR 52.212-1, based on the rating Table below.

Table 1 - Technical Acceptable/Unacceptable Ratings Table

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

NOTE: Offerors receiving a rating of 'Unacceptable' for Factor I will no longer be considered for award and no further evaluation will be conducted.

Factor II - Past Performance

The past performance evaluation factor assesses the degree of confidence the Government has in an Offeror's ability to meet the task order's requirements based on the quality of a demonstrated record of recent and relevant performance. There are three aspects to the past performance evaluation: recency, relevancy, and quality. These are combined to establish a single performance confidence assessment rating for each Offeror.

Past Performance Recency: Recency is the first aspect of the past performance evaluation and is the time period during which past performance references are considered relevant. Recency is critical to establishing the relevancy of past performance information. For purposes of this solicitation, recent past performance is performance that has taken place within five (5) years as of the issuance date of this solicitation. Performance outside of this stated period will not be considered for evaluation purposes.

Past Performance Relevancy: Regarding relevancy, each past performance reference under each Offeror's Past Performance proposal will be evaluated to determine its scope and magnitude relative to the instant requirement. The following definitions will apply to this evaluation:

Scope: Experience in the areas described in the PWS.

Magnitude: The similarity of the dollar value of actually performed work that exists between the PWS and the Offeror's referenced contracts during the stated five-year period established by the solicitation. In addition, performance data will only be assessed for those references demonstrating at least one (1) year of completed performance prior to the closing date of this solicitation. If an offeror submits an IDIQ contract, FSS contract, or BPA itself as a reference, only the dollar value of orders actually awarded in the past five (5) years will be considered when assessing magnitude. The contract maximum or ceiling will not be considered in the magnitude assessment.

The aggregate of each offeror's past performance references in terms of scope and magnitude will result in the assessed overall relevance of that offeror's past performance. Aggregation will not be done to meet the recency requirements for evaluation, as stated in FAR 52.212-1.

Past Performance Quality: The third aspect of the past performance evaluation is to establish the overall quality of the Offeror's past performance. The Government will review all past performance information collected and determine the quality of the Offeror's performance, including general trends and usefulness of the information, and will incorporate this into the performance confidence assessment.

Past Performance Confidence Assessment: The overall assigned rating for past performance will be the Past Performance Confidence Assessment rating, defined in the table below. The assignment of this rating will be based on the overall quality of the recent and relevant past performance and will also consider the source of the information, the context of the data, and general trends in the Offeror's performance. The quality of performance under a past performance reference that has no relevance to the instant requirement will not be considered in the overall assessment of past performance confidence. Evaluation will focus only on work already performed. **Work yet-to-be performed and work not reflecting one year of completed performance by the solicitation closing date will not be considered.** One year of completed performance is defined as twelve-months of continued performance.

If the offeror's aggregated past performance is determined to be not relevant as defined in the solicitation, then the quality of the offeror's past performance will not be evaluated through a confidence assessment, and the past performance factor will be rated as "Neutral Confidence." If an offeror's aggregate past performance is determined to be relevant, then each past performance reference under the offeror's past performance submission that contributed to the determination of aggregate relevance (i.e., each reference that is rated at least somewhat relevant) will be evaluated to determine the quality of the offeror's performance under that reference. The quality of performance on contract references that are rated Not Relevant is not evaluated even when the overall past performance is found to be relevant.

In the case of Offerors for which there is no information on past contract performance or where past contract performance information is not available, the Offeror may not be evaluated favorably or unfavorably on the past performance factor. In this case, the Offeror's past performance is unknown and assigned a performance confidence rating of "Neutral Confidence." Although an Offeror that lacks recent, relevant past performance may not be rated favorably or unfavorably with regard to past performance, the Government may determine that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating provides better value to the Government than a "Neutral Confidence" past performance rating.

In order to evaluate Past Performance, the Government may also utilize existing data sources, including the Contractor Performance Assessment Reporting System (CPARS), the Federal Awardee Performance and Integrity Information System (FAPIIS), the Electronic Subcontract Reporting System (eSRS), or other databases; communication with points of contact in the Offeror's customer's organization, which could include private sector requirements and contracts personnel, Administrative Contracting Officers, Defense Contract Management Agency (DCMA) personnel, Procuring Contracting Officers, Contracting Officer's Representatives, and other Government activity requirements personnel. The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews, and existing data sources. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources, including sources outside of the Government. This information will be used for the evaluation of past performance.

The past performance factor evaluation and past performance confidence assessment rating is separate and distinct from the contracting officer's responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the relative capability of the Offeror and other competitors to successfully meet the requirements of the solicitation.

Past Performance Relevancy Ratings Table

Rating	Description
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Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort this solicitation requires.

Past Performance Confidence Assessment Ratings Table

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

Note: A rating of "Limited Confidence" for the past performance factor means that the Offeror's proposal is not awardable without a change or changes to the Offeror's proposal. A proposal that includes a "Limited Confidence" rating is considered to be susceptible to correction if the contracting officer determines that an exchange is appropriate and said exchange is conducted. A rating of "No Confidence" for the past performance factor means that the Offeror's proposal is not awardable and is not susceptible to correction.

Factor III - Price

Price will be evaluated on the basis of price reasonableness in accordance with FAR 15.404-1. The Government will evaluate offers for award purposes by adding the total price for all labor and travel, including applicable travel G&A and Overhead for the Base ordering period and the Option period. However, awarded contract will have a ceiling of \$99,000,000.00. The amounts provided in the "Instructions to Offerors" for Travel, and any applicable G&A and Overhead, shall be utilized for evaluation purposes in determining the total price for the entire contract.

Offerors responding to this solicitation are advised that, prior to award, the government may request offerors to submit information/data to support price reasonableness such as copies of paid invoices for the same or similar items, sales history for the same or similar items, price list with effective date and/or copies of catalog pages along with any applicable discounts. Failure to submit the requested information may result in disqualification of the submitted offer.

The contracting officer may evaluate any and all information submitted by the offeror to support the reasonableness of prices proposed. The method of evaluation used by the contracting officer is solely within the discretion of the contracting officer.

Option FAR 52.217-8, will be evaluated pursuant to solicitation provision FAR 52.217-5, Evaluation of Options. The Government will evaluate offers for award purposes by adding the total price for the option to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(End of provision)

Addendum to Evaluation - Commercial Product and Commercial Services

Offeror Representations and Certifications - Commercial Products and Commercial Services

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.216-27	Single or Multiple Awards.	Oct 1995		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.237-1	Site Visit.	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	Mar 2024	Deviation 2024-O0006	Mar 2024
252.239-7017	Notice of Supply Chain Risk.	Dec 2022		
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.240-7995	Prohibition on Contract Awards with Entities That Contract with Lobbyists for Chinese Military Companies--Representation. (DEVIATION 2026-O0025)	Jun 2026	Deviation 2026-O0025	Jun 2026
252.240-7996	Prohibition on Contract Awards to Chinese Military Companies--Representation. (DEVIATION 2026-O0025)	Jun 2026	Deviation 2026-O0025	Jun 2026

FAR Clauses Incorporated by Full Text

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

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

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

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

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

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

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if-
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference.

(Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

<https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52> and https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of provision)

52.252-5 Authorized Deviations in Provisions.

(Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7998 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)

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

(Mar 2026) Deviation 2026-O0048 (Mar 2026)

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

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

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

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

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

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

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

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-1 with the notification*].

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

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

(End of provision)

252.237-7024 Notice of Continuation of Essential Contractor Services. (Tailored)

(Oct 2010)

NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

TO BE FILLED IN AT THE TASK ORDER LEVEL

(a) *Definitions*. "Essential contractor service" and "mission-essential functions" have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment _____, Mission Essential Contractor Services, dated _____, during periods of crisis. The offeror shall-

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum-

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

252.239-7009 Representation of Use of Cloud Computing.

(Sep 2015)

REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)

(a) *Definition*. "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation*. The Offeror represents that it-

☐ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

UO4-01 UNLIQUIDATED OBLIGATIONS

(Dec 2025)

Insert language in the equivalent of ""Section B"" in solicitations and contracts that include cost-rembursement CLINs (e.g. Travel CLINs):

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

deobligate, the Contracting Officer or Administrative Contracting Officer will unilaterally deobligate the potential ULOs by reducing the funded amount to an amount equal to the contractors invoiced/paid amount for that contract period of performance.

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

NCH31-02 REIMBURSEMENT OF TRAVEL COST (SEP 2015)

(Dec 2025)

REIMBURSEMENT OF TRAVEL COST (SEP 2015)

(a) Travel

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

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

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

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

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

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

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

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

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

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

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

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

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

NCH04-01 SECURITY ADMINISTRATION (SOLICITATION) (SEP 2015)

(Dec 2025)

SECURITY ADMINISTRATION (SOLICITATION) (SEP 2015)

The highest level of security that will be required under this contract is Top Secret as designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

The facilities to be utilized in the performance of this effort have been cleared to Top Secret level.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.