

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 ☐ VETERAN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: ☐ SERVICE-DISABLED ☐ 8(A) ☐ SDVOSB		
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) ☐		13b. RATING 14. METHOD OF SOLICITATION REQUEST ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ FOR PROPOSAL (RFP)
15. DELIVER TO CODE			16. ADMINISTERED BY CODE		
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NUMBER ☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM		
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
(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 ☐ ARE ☐ ARE NOT ATTACHED ☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED ☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					
30a. SIGNATURE OF OFFEROR/CONTRACTOR			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:		
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

Section A - Solicitation/Contract Form

Repair Services for Government-Owned Material Handling Equipment (MHE)

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	Annual Preventive Maintenance, Fork lift inspections and battery charger service for material handling equipment in accordance with the Performance Work Statement (PWS) for a three year ordering period. Pricing Arrangement: Firm Fixed Price	3	Each		
0002	Corrective Maintenance repair services of material handling equipment in accordance with the Performance Work Statement (PWS) for a three year ordering period. Pricing Arrangement: Firm Fixed Price	1,200	Hours		

Section C - Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT (PWS)

Performance Work Statement for preventive maintenance, inspection, corrective maintenance, and repair services for government-owned material handling equipment (MHE).

PART 1

GENERAL INFORMATION. The Contractor shall provide all labor, supervision, management, transportation, tools, diagnostic and testing equipment, consumable supplies, routine preventive-maintenance parts, and other resources necessary to perform this PWS, except for items expressly identified as Government furnished. The contract will use one funded CLIN for the Base Period and one funded CLIN for each option period. Each annual CLIN includes recurring preventive maintenance, required inspections, authorized corrective maintenance, approved repair parts, corrosion-control actions, emergency repairs, and other approved MHE maintenance requirements. Corrective maintenance and repair parts shall not be performed or purchased without prior written Government authorization when approval is required by this PWS.

1.1 MISSION. NAVSUP Fleet Logistics Center Jacksonville, Site Gulfport requires operationally ready Material Handling Equipment (MHE) to support warehouse operations, cargo handling, transportation operations, deployment readiness, and installation logistics support functions. The objective of this contract is to maintain Government-owned MHE in a safe, reliable, and mission-ready condition through preventive maintenance, inspections, diagnostics, operational testing, corrective maintenance, emergency repair, and maintenance management services.

1.1.1 DEFINITIONS AND ACRONYMS. The following definitions and acronyms apply to this Performance Work Statement (PWS).

Acceptable Quality Level (AQL): The maximum allowable degree of variation from a performance standard identified within the Performance Requirements Summary (PRS).

Annual Fork Inspection: A comprehensive inspection of forklift forks performed in accordance with NAVSUP Publication 538, applicable OSHA requirements, ANSI standards, OEM requirements, and Attachment 3 of this PWS.

Contract Data Requirements List (CDRL): A listing of authorized contract deliverables, submission requirements, frequencies, due dates, recipients, and Government actions.

Contracting Officer (KO): The Government official authorized to enter, administer, modify, terminate, and make related determinations and findings regarding contracts on behalf of the Government.

Contracting Officer's Representative (COR): The individual designated in writing by the Contracting Officer to monitor contractor performance and perform delegated contract administration functions.

Corrective Action Plan (CAP): A documented plan identifying the root cause of a deficiency, corrective actions, preventive actions, responsible personnel, and estimated completion dates.

Corrective Maintenance (CM): Maintenance actions performed to diagnose, repair, replace, adjust, or restore equipment following a malfunction, failure, damage, or deficiency.

Deficiency: Any condition, action, omission, equipment failure, documentation error, safety violation, or nonconforming performance that does not meet contract requirements.

Emergency Repair: Corrective maintenance requiring immediate response due to equipment failure, operational impact, safety concerns, mission requirements, or direction from the Government.

Estimate of Repair (EOR): A Contractor-prepared document identifying equipment deficiencies, recommended repairs, labor requirements, parts requirements, estimated repair costs, and anticipated completion dates for Government review and approval.

Government Furnished Equipment (GFE): Government-owned Material Handling Equipment (MHE), equipment, components, systems, and associated assets provided to the Contractor for inspection, maintenance, diagnostics, operational testing, and repair under this contract.

Government Furnished Facilities (GFF): Government-owned warehouse space, work areas, utilities, parking areas, and associated support facilities provided for Contractor use during performance of this contract.

Government Furnished Information (GFI): Government-provided information necessary to support contract performance, including equipment inventories, maintenance records, inspection records, technical data, equipment histories, Government forms, schedules, reporting templates, and other information required for performance of this contract.

Government Furnished Property (GFP): Government-owned property provided to the Contractor for use in performance of contract requirements, including Government Furnished Equipment (GFE), Government Furnished Facilities (GFF), Government Furnished Information (GFI), and other property specifically identified by the Government.

Hazardous Material (HAZMAT): Any material designated as hazardous under applicable Federal, State, local, Department of Defense, Department of the Navy, OSHA, EPA, or installation regulations.

Hazardous Waste (HAZWASTE): Any waste material regulated as hazardous under applicable environmental laws, regulations, or installation requirements.

Key Personnel: Contractor personnel designated by this contract as essential to successful performance and subject to Government review for replacement.

Material Handling Equipment (MHE): Government-owned forklifts, lift trucks, pallet handling equipment, and other material handling equipment identified in Attachment 1 and covered under this contract.

Original Equipment Manufacturer (OEM): The manufacturer of the equipment, components, systems, software, or assemblies covered under this contract.

Out-of-Service (OOS): Equipment unavailable for operational use due to maintenance, repair, inspection, safety concerns, equipment failure, or Government direction.

Performance Requirements Summary (PRS): The summary of measurable performance objectives, standards, acceptable quality levels, and surveillance methods used to evaluate Contractor performance.

Preventive Maintenance (PM): Scheduled maintenance actions performed to inspect, service, lubricate, test, adjust, and maintain equipment to reduce failures and extend service life.

Quality Assurance Surveillance Plan (QASP): The Government's plan for monitoring, inspecting, evaluating, and documenting Contractor performance.

Quality Control Plan (QCP): The Contractor's written plan describing internal procedures used to ensure compliance with contract requirements and performance standards.

Quality Control Program: The Contractor's ongoing system of inspections, monitoring, corrective actions, and management controls used to ensure contract compliance.

Repair Parts and Materials: Replacement parts, components, assemblies, batteries, chargers, tires, fluids, lubricants, filters, hydraulic components, electrical components, and other materials required to perform maintenance and repairs.

Safety Incident: Any accident, injury, illness, near miss, environmental release, property damage event, or unsafe conditions requiring documentation or reporting.

Work Order: A documented maintenance action authorizing and tracking preventive maintenance, corrective maintenance, inspections, repairs, testing, or related maintenance activities performed under this contract.

ACRONYMS

AQL - Acceptable Quality Level

CAP - Corrective Action Plan

CDRL - Contract Data Requirements List

CM - Corrective Maintenance

COR - Contracting Officer's Representative

EOR - Estimate of Repair

GFE - Government Furnished Equipment

GFF - Government Furnished Facilities

GFI - Government Furnished Information

GFP - Government Furnished Property

GFS - Government Furnished Services

HAZMAT - Hazardous Material

HAZWASTE - Hazardous Waste

KO - Contracting Officer

MHE - Material Handling Equipment

OEM - Original Equipment Manufacturer

OOS - Out-of-Service

PM - Preventive Maintenance

PRS - Performance Requirements Summary

PWS - Performance Work Statement

QASP - Quality Assurance Surveillance Plan

QCP - Quality Control Plan

1.2 SCOPE

The Contractor shall provide preventive maintenance, inspections, diagnostics, operational testing, corrective maintenance, emergency repair services, annual fork inspections, maintenance documentation, and related support for the Government-owned MHE listed in Attachment 1, Material Handling Equipment Inventory. Attachment 1 is the pricing baseline and shall identify, at a minimum, each asset's equipment type, manufacturer, model, serial or asset number, power or fuel type, rated capacity, and location. The Contractor shall provide all labor, supervision, management, transportation, tools, testing and diagnostic equipment, consumable supplies, materials, administrative support, and resources necessary to perform this PWS, except those expressly identified as Government furnished. Corrective maintenance and repair parts requiring Government funding shall be supported by an Estimate of Repair (EOR) and shall not proceed until authorized in writing by the Contracting Officer (KO).

The Contractor shall perform troubleshooting, diagnostics, repair labor, testing, adjustments, emergency response, and corrective maintenance services necessary to restore covered equipment to operational condition.

1.2.1 PERIOD OF PERFORMANCE. The anticipated period of performance consists of a three-year ordering period from 01 October 2026 through 30 September 2029.

1.2.1.1 The Contractor shall provide all labor, materials, personnel, operational support, and technical support necessary to maintain and repair up to twenty-six (26) MHE assets identified in Attachment 1. The Contractor shall coordinate and schedule work with the COR. The Contractor shall maintain at least ninety percent (90%) of covered MHE in fully operational status at all times, excluding equipment unavailable because of Government-caused delay, pending Government authorization, parts backorder not attributable to the Contractor, or other excusable delay documented and accepted by the COR.

1.2.2 GOVERNMENT POINT OF CONTACT. The Contracting Officer's Representative (COR) designated in writing by the Contracting Officer (KO) shall be the Contractor's primary Government point of contact for technical coordination, scheduling, and performance surveillance. Only the KO may change contract terms, authorize work affecting cost or scope, or commit Government funds.

1.2.3 OVERVIEW. The Contractor shall provide preventive maintenance, inspections, diagnostics, repair, and logistics support necessary to maintain Government-owned Material Handling Equipment (MHE) in a mission-capable condition. Services include, but are not limited to, scheduled and unscheduled maintenance, inspections, troubleshooting, corrective repairs, parts coordination, warranty coordination with Original Equipment Manufacturers (OEMs), and maintenance documentation. The Contractor shall provide all personnel, supervision, tools, equipment, materials, and technical support necessary to perform the requirements of this contract in accordance with applicable technical manuals, OEM specifications, and Government requirements.

1.3 GENERAL OPERATING REQUIREMENTS

1.3.1 PLACE OF PERFORMANCE. The place of performance for this contract shall be the Naval Construction Battalion Center (NCBC), Gulfport, Mississippi. All work shall be performed on the installation unless otherwise authorized by the Contracting Officer.

1.3.1.1 WORK ENVIRONMENT AND PHYSICAL DEMANDS. Contract performance shall primarily occur within the maintenance shop, warehouse, and outdoor work areas located at Naval Construction Battalion Center (NCBC), Gulfport, Mississippi. Contractor personnel shall be required to perform work in varying environmental conditions, including exposure to heat, humidity, dust, noise, and inclement weather.

The Contractor shall:

- Comply with all applicable Federal, Department of Defense (DoD), Department of the Navy (DON), Occupational Safety and Health Administration (OSHA), and installation safety requirements.
- Maintain work areas in a clean, orderly, and safe condition in accordance with established housekeeping standards.
- Prepare and maintain all reports, records, and documentation required under this contract.
- Ensure personnel are qualified and physically capable of safely performing the duties required by this contract.
- Ensure personnel safely operate Government-furnished Material Handling Equipment (MHE), tools, and equipment in accordance with applicable technical manuals, manufacturer instructions, and installation safety requirements.

1.3.2 HOURS OF OPERATION. Normal operating hours are 0700-1530, Monday through Friday, excluding Federal holidays. The Contractor shall maintain an after-hours emergency contact and shall respond to a Government emergency maintenance notification within four (4) hours. After-hours work affecting contract cost or scope requires KO authorization; the COR may coordinate access and technical priorities but may not commit funds.

1.3.3 ADHERENCE TO GOVERNMENT DIRECTIVES AND REGULATIONS

1.3.3.1 GENERAL ADHERENCE. The Contractor shall adhere to applicable Government directives and regulations in performing their duties.

1.3.3.2 PRIVACY AND CONTROLLED INFORMATION. The Contractor shall protect Privacy Act information, personally identifiable information, Controlled Unclassified Information, and other sensitive Government information encountered during performance in accordance with applicable contract clauses and current DoD, Department of the Navy, and installation requirements. Contractor personnel shall receive required training, and the Contractor shall maintain training records.

1.3.4 SECURITY REQUIREMENTS

1.3.4.1 GENERAL SECURITY REQUIREMENTS. Contractor personnel are subject to all laws, rules, regulations, and policies while on base in Gulfport, including the Government's right to search all vehicles and personal possessions on the base. Personnel shall obtain a base identification card in accordance with base procedures. Personal and company vehicles are required to meet the base regulations concerning insurance, safety inspections, and other requirements.

1.3.4.2 PERSONNEL SECURITY AND INSTALLATION ACCESS. No security clearance is required unless identified elsewhere in the solicitation or contract. Contractor personnel shall satisfy all identity, suitability, badging, and installation-access requirements before beginning on-site work and throughout performance. Citizenship shall be required only when mandated by an applicable law, regulation, contract clause, system-access requirement, or installation determination. Loss or denial of access does not relieve the Contractor of performance obligations.

1.3.4.3 SENSITIVE INFORMATION SECURITY. The Contractor shall safeguard information of a sensitive nature. The Contractor shall provide training to all personnel concerning safeguarding sensitive information as well as customer confidentiality and privacy and shall maintain records that document this training.

1.3.5 CONTINGENCY OVERVIEW

1.3.5.1 CONTINGENCY SITUATIONS. During Government-directed contingency situations, natural disasters, or installation emergencies, the Government may reprioritize maintenance requirements to support mission-essential operations. The Contractor shall adjust work priorities as directed by the Contracting Officer's Representative (COR), consistent with the requirements of this contract. If Government operations are suspended or access to the installation is restricted due to weather, emergencies, or other Government-directed events, Contractor personnel shall comply with installation access procedures and Government direction.

1.3.6 CONTRACTOR PERSONNEL REQUIREMENTS AND EXPERIENCE. The Contractor shall provide sufficient qualified personnel to perform the PWS without unnecessary interruption to Government operations. Minimum on-site maintenance staffing during normal operating hours shall include one (1) Senior Maintenance Mechanic and one (1) Mid-Level Maintenance Mechanic. The Contractor shall also designate a Project Manager. The Project Manager and Senior Maintenance Mechanic are Key Personnel. The Project Manager need not be an additional full-time on-site position and may serve in another contract role when the individual meets all qualifications for both roles and the arrangement does not reduce the required two-mechanic on-site staffing or impair performance.

1.3.6.1 KEY PERSONNEL. The Contractor shall provide a Project Manager (PM) and Senior Maintenance Mechanic (SMM) meeting paragraphs 1.3.6.4.1 and 1.3.6.4.2. Proposed resumes shall clearly demonstrate compliance with every minimum qualification and shall be submitted as required by the solicitation. Post-award substitutions shall be submitted under CDRL A013.

1.3.6.2 PERSONNEL CONCERNS. When the Government identifies a documented concern regarding the qualifications, conduct, safety, security, or performance of Contractor personnel, the KO shall notify the Contractor. The Contractor shall promptly investigate, take appropriate corrective action, and provide the KO a written response describing the action taken. Nothing in this paragraph creates a Government employer-employee relationship with Contractor personnel.

1.3.6.3 SUBSTITUTION OR VACANCY OF KEY PERSONNEL. The Contractor shall notify the KO and COR in writing at least fifteen (15) calendar days before a planned substitution whenever practicable and within one (1) business day after an unplanned vacancy. The Contractor shall provide a qualified interim replacement within one (1) business day and fill the position permanently within ten (10) calendar days. A proposed replacement shall meet or exceed every minimum qualification for the position. The replacement resume shall be submitted to the KO and COR and the individual shall not serve as permanent Key Personnel until approved in writing by the KO. A vacancy or substitution does not relieve the Contractor of any performance requirement.

1.3.6.4 PERSONNEL REQUIREMENTS/QUALIFICATIONS

The Contractor shall provide qualified personnel necessary to perform all requirements identified in this Performance Work Statement (PWS). Contractor personnel shall possess the education, certifications, licenses, training, and experience necessary to safely and effectively perform assigned duties. The Contractor shall maintain staffing levels sufficient to meet all contract requirements throughout the period of performance.

The Contractor shall ensure all personnel comply with applicable Federal, Department of Defense (DoD), Department of the Navy (DON), installation, and occupational safety requirements.

1.3.6.4.1 PROJECT MANAGER (PM). The PM shall have authority to commit Contractor resources and shall serve as the primary management contact for the KO and COR. The PM is responsible for contract administration, staffing, work scheduling, quality control, maintenance documentation, parts coordination, cost and funding-status tracking, deliverables, and contract compliance. Minimum qualifications: (a) high school diploma or equivalent; (b) at least five (5) years of demonstrated experience managing maintenance or repair operations for forklifts, powered industrial trucks, MHE, or comparable industrial equipment; (c) at least three (3) years of demonstrated supervisory or project-management experience; and (d) demonstrated experience with maintenance scheduling, quality control, cost tracking, customer coordination, and contract deliverables.

1.3.6.4.2 SENIOR MAINTENANCE MECHANIC (SMM). The SMM shall be the on-site lead mechanic responsible for technical oversight, advanced diagnostics, troubleshooting, inspections, repairs, operational testing, maintenance documentation, and supervision of maintenance work. Minimum qualifications: (a) high school diploma or equivalent; (b) at least five (5) years of demonstrated experience maintaining and repairing forklifts, powered industrial trucks, MHE, or comparable industrial equipment; (c) at least two (2) years of demonstrated lead-mechanic or supervisory experience; (d) demonstrated experience diagnosing and repairing hydraulic, electrical, mechanical, steering, braking, charging, battery, fuel, and safety systems; and (e) demonstrated ability to use OEM manuals, service publications, diagnostic equipment, and proprietary diagnostic software applicable to Attachment 1 equipment.

1.3.6.4.3 MID-LEVEL MAINTENANCE MECHANIC (MLMM). The MLMM shall perform inspections, preventive maintenance, diagnostics, troubleshooting, corrective maintenance, recovery, operational testing, and servicing of covered MHE. Minimum qualifications: (a) high school

diploma or equivalent; (b) at least three (3) years of demonstrated experience maintaining and repairing forklifts, powered industrial trucks, MHE, or comparable industrial equipment; (c) demonstrated experience performing preventive maintenance, inspections, diagnostics, and corrective maintenance; and (d) demonstrated ability to use OEM technical manuals, maintenance procedures, service publications, and diagnostic tools.

All mechanics shall possess a valid state-issued driver's license and all licenses, certifications, training, and medical qualifications legally required for assigned work or equipment operation. When no government-issued journeyman credential applies, the stated years and scope of demonstrated experience constitute the minimum qualification standard.

The Contractor shall maintain qualification, license, certification, and training records for all personnel throughout performance. Documentation for post-award Key Personnel replacements shall be submitted under CDRL A013. Records for non-key personnel shall be provided to the KO or COR upon request.

Contractor personnel operating Government vehicles shall possess a valid state-issued driver's license and comply with all installation operating requirements.

Maintenance Mechanics may perform supply, logistics, ordering, receiving, inventory, and parts management duties when directly supporting contract requirements.

1.3.6.4.6 OPERATION OF GOVERNMENT-FURNISHED EQUIPMENT. Contractor personnel shall not operate Government-furnished MHE or other equipment unless authorized and properly trained, licensed, medically qualified, and certified as required by law, regulation, OEM guidance, and installation procedures. Maintenance responsibility under this contract is limited to the assets and services identified in Attachment 1 and this PWS.

1.3.6.4.7 PERSONNEL CONTINGENCY PLAN. The Contractor shall submit and maintain a written personnel contingency plan in accordance with CDRL A009. The plan shall describe how the Contractor will maintain required coverage during absences, vacancies, turnover, emergencies, or access restrictions, including interim staffing and notification procedures.

1.3.6.4.8 LICENSES AND PERMITS. At no additional cost to the Government, the Contractor shall obtain and maintain all licenses, permits, operator credentials, and Department of Transportation authorizations required for its performance. The Contractor shall comply with applicable laws, codes, and regulations and shall protect workers, the public, Government property, and the property of others.

Government, be responsible for obtaining any necessary licenses and Department of Transportation (DOT). permits, and for complying with all applicable laws, codes and regulations in connection with the performance of work. Further, the Contractor is responsible to ensure that proper safety and health precautions are taken to protect the work, the workers, the public and the property of others.

1.3.6.4.9 SMOKING. Smoking and other tobacco use is permitted only in designated smoking areas.

1.3.7 MEETINGS, BRIEFINGS AND TRAINING REQUIREMENTS

1.3.7.1 MEETING ATTENDANCE. The Contractor shall attend meetings identified by the COR that address maintenance support, programs, or issues, and, on occasion, give briefings or presentations at those meetings. Preparation may include gathering information, organizing material, and preparing charts, slides, and/or presentations.

1.3.7.2 PROJECT STATUS BRIEFING. When requested by the KO or COR, the Contractor shall provide a project status briefing covering the information in paragraphs 1.3.7.2.1 through 1.3.7.2.5. Briefing materials shall be submitted in accordance with CDRL A010.

1.3.7.2.1 Progress status of all activities including MHE maintenance schedule.

1.3.7.2.2 Accomplishments.

1.3.7.2.3 Findings, issues, risks and problems to date.

1.3.7.2.4 Mitigations and recommended actions.

1.3.7.2.5 Project Schedule.

1.3.7.3 TRAINING REQUIREMENTS. Training required to maintain and to continue licenses or credentials, or training required to meet job qualifications will not be reimbursed by the Government.

1.4 QUALITY CONTROL

1.4.1 QUALITY CONTROL SYSTEM. The Contractor shall establish and maintain a quality control system focused on preventing, detecting, documenting, and correcting deficient performance. The system shall be described in the Quality Control Plan submitted and maintained in accordance with CDRL A001. Existing quality documents may be used when they fully satisfy this PWS. At a minimum, the plan shall include:

1.4.1.1 An inspection system covering all the services identified in this performance work statement. It must specify the areas to be inspected on either a scheduled or unscheduled basis and how often inspections shall be accomplished.

1.4.1.2 Methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

1.4.1.3 On-site records of all inspections conducted by the Contractor and necessary repair actions taken. These records must be made available to the Government upon request.

1.4.2 FORMAL INSPECTIONS OF GOVERNMENT-FURNISHED VEHICLES, PROPERTY,

AND FACILITIES. At various times during the contract period, the vehicles, Government Furnished Vehicles (GFV) and facilities shall undergo Government conducted inspections. The Contractor shall participate in the inspections and shall correct discrepancies detected during the inspections when such discrepancies are determined to be within the Contractor's preventive maintenance and repair responsibility. The Contractor shall provide status information to the COR and Contracting Officer relative to the correction of discrepancies found during the inspections.

1.5 SAFETY PROGRAM

The Contractor shall perform all work in a safe manner and comply with all applicable Federal, Department of Defense (DoD), Department of the Navy (DON), Occupational Safety and Health Administration (OSHA), installation, and local safety regulations applicable to the performance of this contract.

The Contractor shall be responsible for protecting personnel, Government property, equipment, and the environment while performing work under this contract. The Contractor shall immediately correct unsafe conditions within its control and promptly report accidents, injuries, property damage, hazardous spills, and other reportable incidents to the Contracting Officer's Representative (COR) in accordance with installation procedures.

Contractor personnel shall use appropriate personal protective equipment (PPE) and follow applicable safety procedures for all maintenance, repair, inspection, and material handling operations.

1.5.1 SAFETY PLAN. The Contractor shall develop, implement, and maintain a Safety Plan describing the procedures used to comply with applicable safety requirements. The Safety Plan shall be submitted and accepted in accordance with CDRL A002 before commencement of performance.

generated at a contractor facility outside the confines of the Gulfport facilities being used for this work. Hazardous waste shall be properly packaged /containerized with complete identification of all contents clearly labeled on the container in accordance with all Federal, State and local regulations. The Contractor shall be responsible for any additional expenses/fines incurred as a result of any acts of noncompliance or negligence or violation of federal, state or local laws and regulations as a result of the Contractor's management of regulated waste or hazardous materials. The Contractor shall also adhere to the Gulfport facility Hazardous and Industrial Waste Management Plan and Hazardous Material Control and Management (HMC&M) Program.

1.6 HAZARDOUS MATERIALS AND HAZARDOUS WASTE

1.6.1 HAZMAT PLAN. The Contractor shall submit and maintain a HAZMAT and HAZWASTE Management Plan in accordance with CDRL A011. The plan shall address material approval, inventories, labeling, Safety Data Sheets, storage, spill response, waste accumulation, disposal coordination, employee training, and incident reporting.

1.7 SECURITY

The Contractor shall comply with all installation access procedures, force protection requirements, badging requirements, escort requirements, cybersecurity requirements, physical security requirements, and operational security requirements applicable to FLC Gulfport.

1.8 TRAINING. The Contractor shall ensure personnel receive all training necessary to safely perform work under this contract. Training shall include OSHA safety training, Hazard Communication, Lockout/Tagout, environmental compliance, spill response, OEM maintenance procedures, installation safety orientation, and Government-required cybersecurity training when applicable. Training records shall be maintained and provided to the Government upon request.

1.9 DATA AND RECORDS. The Contractor shall create, maintain, protect, and deliver maintenance records, inspection reports, equipment histories, CDRL submissions, and other records required by this PWS. Government rights in technical data and other information shall be governed by the applicable contract clauses. The Contractor shall protect Government information from unauthorized disclosure, loss, theft, misuse, or alteration.

PART 2 SPECIFIC TASK REQUIREMENTS

2.1 GENERAL. The Contractor shall perform preventive maintenance, inspections, diagnostics, operational testing, corrective maintenance, emergency repairs, maintenance documentation, and associated support services necessary to maintain Government-owned Material Handling Equipment (MHE) identified in Attachment 1. Services shall be performed on diesel, gasoline, LPG, and electric-powered forklifts and associated MHE assets. The Contractor shall perform all work in accordance with:

- a. OEM maintenance requirements
- b. NAVSUP Publication 538
- c. OSHA 29 CFR 1910.178
- d. ANSI/ITSDF B56.1
- e. Applicable environmental regulations
- f. Attachment 2, Preventive Maintenance Requirements

The Contractor shall schedule maintenance activities to minimize operational downtime and maximize equipment availability.

2.2 PREVENTIVE MAINTENANCE (PM)

The Contractor shall establish and maintain a comprehensive Preventive Maintenance (PM) Program for all covered MHE assets. Preventive maintenance shall be performed at intervals specified by OEM requirements, NAVSUP Publication 538, and Attachment 2. Preventive maintenance services shall include, at a minimum:

- a. Lubrication

b. Fluid inspections and replacement

c. Filter replacement

d. Hydraulic system inspections

e. Brake inspections

f. Steering inspections

g. Tire inspections

h. Mast and chain inspections

i. Battery inspections and servicing

j. Charger inspections

k. Safety system inspections

l. Corrosion inspections

m. Operational testing

n. Cleaning and servicing

The Contractor shall document all PM actions performed and maintain maintenance histories for each equipment asset.

2.3 CORRECTIVE MAINTENANCE. The Contractor shall perform authorized troubleshooting, diagnostics, repair, adjustment, and replacement of defective components necessary to restore equipment to operational condition. Corrective maintenance labor and approved repair parts shall be charged to the funded CLIN for the applicable annual performance period. Before performing corrective maintenance or purchasing repair parts that require Government approval, the Contractor shall submit an EOR in accordance with Section 4.5 and CDRL A012 and receive written KO authorization. Corrective maintenance may include repair or replacement of:

a. Hydraulic systems

b. Fuel systems

c. Electrical systems

d. Charging systems

e. Batteries

f. Steering systems

g. Brake systems

h. Safety systems

i. Operational controls

j. Mechanical components

Corrective maintenance actions requiring Government funding shall be submitted to the Contracting Officer through an Estimate of Repair (EOR). The EOR shall include:

a. Equipment identification

b. Description of deficiency

c. Root cause

d. Recommended corrective action

e. Labor estimate

f. Parts estimate

g. Total estimated cost

The Contractor shall not proceed with repair actions requiring Government funding until authorized by the Contracting Officer. Approved corrective maintenance shall be initiated within seventy-two (72) hours of Government authorization unless otherwise directed by the Government.

2.4 EMERGENCY REPAIRS. The Contractor shall provide emergency maintenance support for equipment failures that impact mission operations during normal operating hours. The Contractor shall respond to emergency maintenance calls within four (4) hours of Government notification. Emergency repairs shall be coordinated with the COR. The Contractor shall provide status updates to the COR until the equipment is restored to service or alternative arrangements are approved.

2.5 DIAGNOSTICS AND TROUBLESHOOTING. The Contractor shall perform diagnostics and troubleshooting necessary to identify equipment failures and operational deficiencies.

Diagnostics shall include:

a. Mechanical systems

b. Electrical systems

c. Hydraulic systems

d. Fuel systems

e. Battery systems

f. Charging systems

g. Electronic control systems. The Contractor shall utilize OEM-approved diagnostic procedures and equipment whenever available.

2.6 ANNUAL FORK INSPECTIONS. The Contractor shall perform annual fork inspections in accordance with NAVSUP Publication 538, OSHA requirements, ANSI standards, and OEM guidance. Inspection results shall be documented using Attachment 3. Forks determined to be unsafe shall be immediately removed from service and reported to the COR.

2.7 BATTERY AND CHARGING SYSTEM MAINTENANCE. The Contractor shall inspect, maintain, and service battery systems and charging equipment associated with electric-powered MHE.

Services shall include:

a. Battery inspections

b. Electrolyte level checks

c. Terminal inspections

d. Charging cable inspections

e. Connector inspections

f. Ventilation inspections

g. Charger testing

h. Battery cleaning

i. Electrical safety inspections

2.8 CORROSION PREVENTION AND CONTROL. The Contractor shall inspect equipment for corrosion, rust, deterioration, and environmental damage during preventive maintenance and inspections. Corrosion deficiencies shall be documented and reported to the COR. Corrective actions shall be recommended when corrosion impacts operational readiness or safety.

a. Steering systems

b. Brake systems

c. Hydraulic systems

d. Lift functions

e. Tilt functions

f. Safety devices

g. Warning devices

h. Operational controls

Equipment shall not be returned to service until operational testing confirms safe operation.

2.9 OPERATIONAL TESTING. The Contractor shall perform operational testing following preventive maintenance, corrective maintenance, and repair actions. Operational testing shall verify proper operation of:

2.10 EQUIPMENT READINESS. The Contractor shall coordinate maintenance scheduling to maximize equipment availability and support mission requirements. Equipment determined to be unsafe or non-operational shall be immediately reported to the COR. The Contractor shall provide recommendations regarding recurring failures, replacement considerations, and reliability concerns when requested by the Government.

2.11 ENVIRONMENTAL COMPLIANCE. The Contractor shall comply with all applicable environmental laws and regulations. The Contractor shall properly handle, store, transport, and dispose of regulated materials generated during maintenance operations. Environmental incidents, spills, leaks, or releases shall be immediately reported to the COR.

2.12 DELIVERABLES. Every data deliverable required by this PWS shall be submitted under the applicable DD Form 1423 Contract Data Requirements List (CDRL) identified in Part 6 and included with the solicitation. The Contractor shall submit deliverables electronically to the recipients and by the due dates stated in the applicable CDRL unless the KO directs otherwise in writing.

Deliverables shall be complete, accurate, and timely. The Government may return a deficient deliverable for correction. Failure to meet a CDRL requirement may constitute nonconforming performance under Section 7.

- a. Quality Control Plan (CDRL A001)
- b. Safety Plan (CDRL A002)
- c. Preventive Maintenance Schedule (CDRL A003)
- d. Maintenance Log (CDRL A004)
- e. Annual Fork Inspection Report (CDRL A005)
- f. Corrective Action Plan (CDRL A006)
- g. Monthly Performance Report (CDRL A007)
- h. Safety Incident Report (CDRL A008)
- i. Personnel Contingency Plan (CDRL A009)
- j. Project Status Briefing Materials (CDRL A010)
- k. HAZMAT and HAZWASTE Management Plan (CDRL A011)
- l. Estimate of Repair (CDRL A012)

m. Key Personnel Substitution Requests (CDRL A013)

The Contractor shall maintain supporting documentation necessary to substantiate maintenance actions, inspections, repairs, testing, safety compliance, quality control activities, corrective actions, and repair parts expenditures and shall provide such documentation to the Government upon request.

PART 3 GOVERNMENT FURNISHED EQUIPMENT/FACILITIES/SERVICES.

3.1 GENERAL. Except for those items specifically identified herein as Government Furnished Property (GFP), Government Furnished Equipment (GFE), Government Furnished Services (GFS), Government Furnished Facilities (GFF), or Government Furnished Information (GFI), the Contractor shall provide all personnel, supervision, transportation, tools, testing equipment, repair parts, consumable supplies, materials, administrative support, and resources necessary to perform the requirements of this contract.

Any addition, deletion, replacement, or relocation of Government-owned Material Handling Equipment (MHE) that materially affects the Contractor's scope of work, performance requirements, or cost shall be accomplished through a contract modification issued by the Contracting Officer.

FACILITIES. With prior approval of the COR and the Contracting Officer, the Contractor may use an off-base vehicle maintenance facility for maintenance that cannot be accomplished in the on base.

3.2 TOOLS AND SUPPORT EQUIPMENT. The Contractor shall provide all standard hand tools, portable power tools, diagnostic computers, testing equipment, accessories, and support equipment necessary to perform this PWS. A special tool not ordinarily required for the Contractor's trade may be proposed in an EOR. The Contractor shall not purchase a special tool as a direct contract cost unless the KO provides prior written authorization. Any authorized special tool paid for by the Government becomes Government property and shall be identified, controlled, and dispositioned as directed by the KO.

3.3 OFFICE SUPPLIES. The Contractor shall provide all office supplies necessary to support this contract. The cost of Contractor-furnished office supplies shall be included in the applicable annual CLIN and shall not be separately invoiced.

3.4 CELL PHONES. The Contractor shall be responsible for providing a cell phone for key personnel. In addition, any employee with a cell phone that has recording or photographic capability is required to observe cell phone policy restrictions while on the Gulfport facility.

3.5 ADDITIONAL OFFICE EQUIPMENT AND EMAIL. The Contractor shall provide all additional Automatic Data Processing (ADP) equipment to include personnel computers, copiers, fax machines, and printers to perform the requirements of this contract. The Contractor furnished equipment

cannot be connected to the existing Government local area network. The Contractor shall provide on-site email capability to include PKI encryption capability.

3.6 EMERGENCY CONTACT. The Contractor shall provide the KO and COR a telephone number monitored outside normal operating hours by the PM or an authorized designee capable of coordinating the required four-hour emergency response. This requirement does not establish continuous on-site staffing.

3.7 TRANSITION SUPPORT

3.7.1 CONTRACT COMPLETION. No later than the last day of performance, the Contractor shall return Government property and provide the Government all current maintenance records, equipment histories, open-work status, approved EOR status, parts status, warranties, access media, and other contract records necessary for orderly contract closeout. Any additional transition assistance requires written KO authorization and shall remain within the scope and funded requirements of the contract.

3.8 GOVERNMENT FURNISHED FACILITIES (GFF)

The Government shall provide access to designated warehouse space and associated work areas necessary to perform maintenance, inspections, diagnostics, operational testing, and repair services required under this contract. The Government-furnished warehouse and associated work areas shall be utilized solely for performance of contract requirements and shall remain Government property at all times. The Contractor shall perform maintenance activities within Government-furnished facilities unless otherwise authorized by the COR. Additional facility information, access requirements, utility support, storage limitations, parking areas, and facility restrictions are identified in Attachment 7, Government Furnished Facilities.

3.8.1 CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- a. Maintain Government-furnished work areas in a clean, safe, and orderly condition.
- b. Comply with all installation safety, environmental, fire prevention, and security requirements.
- c. Properly store Contractor-owned tools, equipment, materials, and supplies.
- d. Immediately report facility deficiencies, unsafe conditions, spills, damage, or hazardous conditions to the COR.

e. Prevent unauthorized use of Government facilities.

f. Maintain adequate housekeeping standards throughout assigned work areas.

g. Return Government-furnished work areas in substantially the same condition as received, normal wear and tear excepted. The Contractor shall be responsible for damage to Government facilities resulting from Contractor negligence, misconduct, improper storage practices, or failure to comply with contract requirements.

3.8.2 GOVERNMENT-FURNISHED UTILITIES AND SUPPORT

The Government shall provide normal warehouse utilities necessary to support contract performance, including:

a. Electrical service

b. Lighting

c. Climate control (if available)

d. Restroom access

e. Access to designated parking areas

The Government does not guarantee uninterrupted utility service. The Contractor shall provide all tools, testing equipment, diagnostic equipment, computers, communications equipment, office supplies, internet connectivity (if required), and other resources necessary to perform contract requirements.

3.8.3 GOVERNMENT INSPECTION RIGHTS

The Government reserves the right to inspect Government-furnished facilities, work areas, storage locations, and maintenance operations at any time during contract performance. Inspections may be conducted to verify compliance with:

a. Contract requirements

b. Safety requirements

c. Environmental requirements

d. Security requirements

e. Housekeeping standards

f. Property accountability requirements

The Contractor shall promptly correct deficiencies identified during Government inspections in accordance with Section 7.6, Corrective Action Requirements.

3.9 GOVERNMENT FURNISHED EQUIPMENT (GFE). The Government shall provide access to the Government-owned MHE identified in Attachment 1 for inspection, maintenance, diagnostics, operational testing, and repair. An addition, deletion, replacement, or relocation that materially affects scope, schedule, staffing, or cost requires a written contract modification issued by the KO.

The Contractor shall:

- a. Safeguard Government equipment.
- b. Prevent misuse or unauthorized operation.
- c. Protect equipment from damage during maintenance activities.
- d. Report unsafe conditions or equipment deficiencies to the COR.

The Contractor shall not modify, disable, remove, or alter Government-installed equipment, safety devices, labels, decals, or operational systems without written Government approval.

3.10 GOVERNMENT FURNISHED PROPERTY (GFP). No Government-furnished property is provided except the facilities, equipment, information, services, or other property expressly identified in this PWS, its attachments, or a subsequent written contract modification. The Contractor shall account for and protect assigned Government property and shall immediately report its loss, damage, or destruction to the COR and KO.

3.11 GOVERNMENT FURNISHED SERVICES (GFS). The Government may provide limited support services necessary for contract administration and coordination. Government Furnished Services may include:

- a. Installation access coordination.
- b. Contract administration support.
- c. Operational scheduling coordination.
- d. Safety coordination.

e. Environmental coordination.

f. Access to applicable Government training systems when required.

The Contractor remains responsible for obtaining and maintaining all required licenses, certifications, qualifications, training, and permits necessary to perform work under this contract.

3.12 GOVERNMENT FURNISHED INFORMATION (GFI). The Government will provide information necessary to support contract performance, including:

a. Equipment inventories.

b. Maintenance histories.

c. Inspection records.

d. Equipment technical data.

e. Applicable Government forms.

f. Government reporting templates.

Government-furnished information shall be used solely for performance of this contract. The Contractor shall protect Government information from unauthorized disclosure, alteration, loss, theft, or misuse.

3.13 INSTALLATION ACCESS. The Government shall provide reasonable installation access for Contractor personnel who satisfy all security, badging, and installation access requirements. The Contractor shall ensure personnel possess all credentials, identification, licenses, certifications, and approvals necessary to obtain installation access. The Government reserves the right to deny or revoke installation access for Contractor personnel who fail to comply with installation security, force protection, safety, or conduct requirements. Loss of installation access shall not excuse contractor performance requirements.

3.14 ACCESS TO GOVERNMENT SYSTEMS. If access to Government information systems is required, access shall be limited to authorized Contractor personnel performing official duties under this contract. The Contractor shall comply with all applicable cybersecurity, information assurance, privacy, operational security (OPSEC), and system-use requirements. Government systems shall be used solely for purposes authorized under this contract. Unauthorized use of Government systems may result in removal of access privileges and other contractual remedies.

3.15 GOVERNMENT RESPONSIBILITIES

The Government shall:

- a. Designate a Contracting Officer (KO).
- b. Designate a Contracting Officer's Representative (COR).
- c. Provide oversight through the Quality Assurance Surveillance Plan (QASP).
- d. Review contractor-submitted Estimates of Repair (EORs) and provide approval, disapproval, or other disposition as appropriate.
- e. Review required deliverables.
- f. Coordinate installation access requirements.
- g. Provide timely notification of operational priorities affecting contract performance.

Nothing in this section relieves the Contractor of responsibility for full performance of contract requirements.

PART 4. CONTRACTOR FURNISHED ITEMS, SERVICES, AND RESPONSIBILITIES

4.1 GENERAL. Except for those items specifically identified as Government Furnished Property (GFP), Government Furnished Equipment (GFE), Government Furnished Facilities (GFF), Government Furnished Services (GFS), or Government Furnished Information (GFI), the Contractor shall provide all personnel, supervision, labor, transportation, tools, testing equipment, consumable supplies, materials, routine maintenance parts, administrative support, and resources necessary to perform the requirements of this contract. The Contractor shall furnish all resources necessary to maintain Government-owned Material Handling Equipment (MHE) in accordance with OEM requirements, NAVSUP requirements, OSHA regulations, and the requirements of this PWS.

4.2 CONTRACTOR FURNISHED PERSONNEL. The Contractor shall provide qualified, trained, experienced, and properly supervised personnel necessary to perform all preventive maintenance, inspections, diagnostics, operational testing, corrective maintenance, and emergency repair services required under this contract. Personnel shall possess the technical knowledge and qualifications necessary to perform maintenance and repair operations on diesel, gasoline, LPG, and electric-powered MHE assets. The Contractor shall ensure personnel maintain all certifications, licenses, qualifications, and training required to safely perform assigned duties. The Contractor shall remain solely responsible for:

- a. Supervision
- b. Scheduling
- c. Conduct
- d. Discipline
- e. Compensation

f. Training

g. Staffing

h. Performance management

The Government reserves the right to request removal of Contractor personnel whose performance, qualifications, conduct, or safety practices are determined unacceptable.

4.3 CONTRACTOR FURNISHED TOOLS AND EQUIPMENT. The Contractor shall provide all tools, testing equipment, specialty tools, diagnostic equipment, communication devices, and maintenance equipment required to perform contract requirements. Contractor-furnished tools and equipment may include:

a. Diagnostic software and scanners

b. Hydraulic testing equipment

c. Electrical testing equipment

d. Battery testing equipment

e. Torque tools

f. Portable lifting devices

g. Portable lighting

h. Specialty OEM tools

i. Mobile maintenance support equipment

All Contractor-furnished equipment shall be maintained in safe operating condition and comply with applicable OSHA requirements. The Government shall not be responsible for loss, theft, damage, maintenance, repair, or replacement of Contractor-owned tools or equipment.

4.4 CONTRACTOR FURNISHED ROUTINE MAINTENANCE PARTS AND MATERIALS. The Contractor shall furnish all routine maintenance parts, consumable supplies, lubricants, fluids, filters, greases, cleaners, and other materials required to perform scheduled preventive maintenance under this contract.

The cost of all routine maintenance parts and materials required to perform preventive maintenance shall be included in the applicable annual CLIN. Routine maintenance parts and materials include, but are not limited to:

- a. Filters
- b. Fluids
- c. Lubricants
- d. Greases
- e. Belts
- f. Hoses
- g. Cleaning materials
- h. Minor hardware (e.g., nuts, bolts, washers, clamps, and fasteners)

The Contractor shall ensure all routine maintenance parts and materials meet or exceed Original Equipment Manufacturer (OEM) specifications or approved equivalent specifications.

Routine maintenance parts and materials furnished under this section shall not be separately invoiced unless specifically authorized by the Contracting Officer.

4.5 REPAIR PARTS AND NON-ROUTINE REPAIRS. Non-routine repair labor, parts, and materials may be charged and tracked against the funded CLIN for the applicable annual period only after written KO authorization. The Contractor shall submit an EOR under CDRL A012 identifying the equipment, deficiency, proposed labor, itemized parts, quantities, unit prices, shipping, total estimated cost, operational impact, and expected completion date. The Contractor shall not begin the proposed work, purchase parts, or incur a charge to the annual CLIN before authorization. Work exceeding the remaining funded amount requires additional funding and written KO authorization.

4.5.1 ESTIMATE OF REPAIR. Before corrective maintenance requiring non-routine labor, repair parts, replacement components, or materials, the Contractor shall submit an EOR to the KO through the COR in accordance with CDRL A012.

The estimate shall include, at a minimum:

- a. Equipment identification number
- b. Manufacturer and model

c. Description of deficiency

d. Root cause of failure (if known)

e. Recommended corrective action

f. Labor hours required

g. Parts required

h. Quantity of parts required

i. Unit cost of parts

j. Extended cost of parts

k. Total estimated repair cost

l. Estimated completion date

m. Operational impact if repair is deferred

The Contractor shall provide supporting documentation, including vendor quotations, OEM pricing, catalog pricing, or other documentation necessary to validate proposed costs.

4.5.2 GOVERNMENT APPROVAL. The COR may review submitted estimates and provide recommendations to the Contracting Officer. Only the Contracting Officer is authorized to approve any expenditures. The Contractor shall not proceed with any repair actions until written authorization is received from the Contracting Officer unless emergency authorization procedures are invoked. Unauthorized purchases or repairs may be considered unallowable and may not be reimbursed by the Government.

4.5.3 EMERGENCY REPAIRS. When a failure creates an immediate mission impact or safety hazard, the Contractor shall immediately notify the COR. Emergency response does not authorize the Contractor to incur additional cost or purchase parts. Only the KO may authorize work or expenditures affecting contract cost or scope. After oral emergency authorization by the KO, the Contractor shall submit the written EOR and confirmation within one (1) business day.

4.5.4 REPAIR PARTS QUALITY. Repair parts shall meet OEM specifications or a KO-approved equivalent. The Contractor shall not install used, refurbished, remanufactured, counterfeit, or substitute parts without prior written KO approval.

4.5.5 REPAIR PARTS ACCOUNTABILITY. The Contractor shall maintain records of all repair/installed parts purchased. Records shall include:

- a. Equipment identification
- b. Date installed
- c. Part number
- d. Description
- e. Quantity
- f. Unit cost
- g. Vendor
- h. Associated work order number

The Government reserves the right to audit expenditures, invoices, receipts, vendor quotes, and supporting documentation at any time during contract performance.

4.5.6 MONTHLY REPAIR PARTS REPORTING. Repair parts expenditures shall be included in the Monthly Performance Report (CDRL A007). The report shall identify:

- a. Equipment repaired
- b. Parts utilized
- c. Cost of parts
- d. Status of open EORs
- e. Remaining CLIN funding balance

The Contractor shall immediately notify the COR when cumulative expenditures reach eighty percent (80%) of the CLIN Not-to-Exceed amount.

4.6 CONTRACTOR FURNISHED TRANSPORTATION. The Contractor shall provide all transportation necessary to support contract performance, including transportation of personnel, tools, materials, maintenance equipment, and repair parts. Contractor-operated vehicles shall comply with all Federal, State, local, Department of Transportation (DOT), and installation requirements. The Government shall not provide transportation services unless specifically authorized by the Contracting Officer.

4.7 CONTRACTOR FURNISHED ADMINISTRATIVE SUPPORT. The Contractor shall provide all administrative support necessary to perform contract management and reporting requirements.

Administrative support responsibilities include:

- a. Maintenance scheduling
- b. Work order tracking
- c. Deliverable preparation
- d. Recordkeeping
- e. Inventory tracking
- f. Corrective action tracking
- g. Performance reporting
- h. Communication with Government personnel

The Contractor shall maintain complete and current maintenance records throughout the period of performance.

4.8 CONTRACTOR RESPONSIBILITIES. The Contractor shall be responsible for complete performance of all requirements identified within this contract. Responsibilities include, but are not limited to:

- a. Performing preventive maintenance
- b. Performing corrective maintenance
- c. Providing emergency repair response
- d. Maintaining required staffing
- e. Maintaining required qualifications and certifications

- f. Maintaining maintenance documentation
- g. Maintaining an active Quality Control Program
- h. Submitting required deliverables
- i. Complying with safety requirements
- j. Complying with environmental requirements
- k. Protecting Government property
- l. Supporting Government inspections and surveillance

The Contractor shall immediately notify the COR of:

- a. Mission-impacting equipment failures
- b. Unsafe conditions
- c. Environmental incidents
- d. Equipment damage
- e. Significant maintenance deficiencies
- f. Conditions affecting contract performance

4.9 QUALITY CONTROL RESPONSIBILITIES. The Contractor shall maintain and implement the Quality Control Program required by Section 1.4.

The Contractor shall:

- a. Conduct internal inspections.
- b. Verify work quality.

- c. Track deficiencies.
- d. Monitor recurring failures.
- e. Maintain corrective action records.
- f. Review deliverables for accuracy and completeness.

The Contractor shall initiate corrective action within twenty-four (24) hours of identifying deficiencies. When corrective actions cannot be completed within twenty-four (24) hours, the Contractor shall submit a Corrective Action Plan (CAP) in accordance with CDRL A006.

4.10 SAFETY AND ENVIRONMENTAL RESPONSIBILITIES. The Contractor shall comply with all applicable OSHA, environmental, Department of the Navy, NAVSUP, and installation safety requirements. The Contractor shall ensure personnel utilize appropriate Personal Protective Equipment (PPE) and comply with all approved safety procedures. The Contractor shall immediately report:

- a. Injuries
- b. Accidents
- c. Near misses
- d. Fires
- e. Environmental spills
- f. Hazardous material releases
- g. Property damage incidents

The Contractor shall remain responsible for costs, penalties, or liabilities resulting from Contractor negligence or noncompliance with environmental or safety requirements.

4.11 PROTECTION OF GOVERNMENT PROPERTY. The Contractor shall exercise reasonable care to protect Government-owned facilities, equipment, utilities, and property during contract performance. The Contractor shall immediately report damage to Government property to the COR. The Contractor shall be responsible for repair or replacement of Government property damaged, as a result of Contractor negligence, misconduct, or failure to comply with contract requirements. The Contractor shall not modify, alter, disable, or remove Government equipment or safety devices without prior written approval from the Government.

PART 5. APPLICABLE PUBLICATIONS, REGULATIONS, STANDARDS, REFERENCES, AND ORDER OF PRECEDENCE

5.1 GENERAL. The Contractor shall comply with the current versions of all applicable Federal laws, regulations, directives, standards, technical publications, and manufacturer requirements necessary to perform the requirements of this contract. The references identified herein are applicable to the extent specified within this Performance Work Statement (PWS).

Nothing in this section relieves the Contractor of responsibility for complying with laws, regulations, standards, or manufacturer requirements applicable to the work being performed.

5.2 FEDERAL REGULATIONS AND SAFETY STANDARDS. The Contractor shall comply with all applicable Federal occupational safety, transportation, environmental, and industrial safety regulations governing maintenance and operation of Material Handling Equipment (MHE).

Applicable references include, but are not limited to:

a. Occupational Safety and Health Administration (OSHA)

29 CFR 1910 - Occupational Safety and Health Standards

29 CFR 1910.178 - Powered Industrial Trucks

29 CFR 1910.1200 - Hazard Communication

29 CFR 1910.147 - Control of Hazardous Energy (Lockout/Tagout)

b. Department of Transportation (DOT) Regulations

Applicable requirements governing transportation of personnel, equipment, hazardous materials, and regulated substances.

c. ANSI/ITSDF Standards

ANSI/ITSDF B56.1 - Safety Standard for Low Lift and High Lift Trucks

5.3 DEPARTMENT OF THE NAVY AND NAVSUP REQUIREMENTS. The Contractor shall comply with all applicable Department of the Navy, NAVSUP, installation, and command requirements applicable to performance under this contract. Applicable references include, but are not limited to:

a. NAVSUP Publication 538

Material Handling Equipment (MHE) Management and Maintenance Requirements.

b. OPNAVINST 5530 Series

Physical Security and Installation Access Requirements.

c. OPNAVINST 5102 Series

Mishap Reporting and Safety Investigation Requirements.

d. Installation Safety Instructions

Applicable Fleet Logistics Center Gulfport safety requirements, force protection requirements, traffic regulations, and access procedures.

5.4 ENVIRONMENTAL REQUIREMENTS. The Contractor shall comply with all applicable environmental laws and regulations governing hazardous materials, hazardous waste, spill prevention, environmental protection, and regulated waste management. Applicable references include, but are not limited to:

a. Resource Conservation and Recovery Act (RCRA)

b. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)

c. Clean Air Act

d. Clean Water Act

e. Oil Pollution Act of 1990 (OPA 90)

f. Environmental Protection Agency (EPA) Regulations

g. Applicable State and Local Environmental Requirements

5.5 ORIGINAL EQUIPMENT MANUFACTURER (OEM) REQUIREMENTS. The Contractor shall perform inspections, maintenance, diagnostics, adjustments, repairs, and operational testing in accordance with applicable OEM requirements.

OEM requirements shall govern:

a. Maintenance intervals

b. Fluid specifications

- c. Torque specifications
- d. Inspection criteria
- e. Operational testing procedures
- f. Safety recalls
- g. Service bulletins
- h. Replacement component compatibility

Where conflicts exist between OEM requirements and Government-directed requirements, the Contractor shall immediately notify the COR for resolution.

5.5.1 PROPRIETARY OEM INFORMATION AND DIAGNOSTIC SYSTEMS. Certain Government-owned Material Handling Equipment (MHE) covered under this contract may utilize proprietary Original Equipment Manufacturer (OEM) software, firmware, diagnostic systems, technical manuals, service bulletins, programming tools, calibration equipment, and intellectual property. The Contractor shall be responsible for obtaining and maintaining all licenses, subscriptions, authorizations, certifications, software access rights, diagnostic tools, and technical information necessary to perform maintenance and repair services on covered equipment. The Government shall not provide proprietary OEM software, passwords, licensing agreements, subscriptions, service manuals, diagnostic equipment, technical support agreements, or intellectual property rights unless specifically identified elsewhere in this contract. The Contractor shall utilize all applicable OEM diagnostic procedures, software, tools, and technical data required by the equipment manufacturer. The Contractor shall comply with all applicable intellectual property protections, software licensing agreements, copyright restrictions, proprietary information restrictions, and OEM usage requirements. The Contractor shall not reproduce, distribute, disclose, transfer, or otherwise misuse proprietary OEM information obtained in the performance of this contract. Failure to maintain required OEM access, subscriptions, software licenses, certifications, or diagnostic capabilities shall not relieve the Contractor of responsibility for performance under this contract.

5.6 QUALITY ASSURANCE REQUIREMENTS. The Contractor shall comply with:

- a. This Performance Work Statement (PWS)
- b. Attachment 5, Quality Assurance Surveillance Plan (QASP)
- c. Performance Requirements Summary (PRS)
- d. Approved Contractor Quality Control Plan (QCP)

The Contractor shall maintain an active Quality Control Program throughout contract performance.

5.7 FORMS, RECORDS, AND DOCUMENTATION. The Contractor shall utilize Government-approved forms, templates, reports, inspection records, and documentation identified within this contract. Applicable documentation references include:

- a. Attachment 3 - Fork Inspection Form
- b. Attachment 4 - Deliverable Templates
- c. Attachment 6 - Contract Data Requirements List (CDRL)
- d. Government-approved maintenance records

The Contractor shall maintain complete, accurate, and current maintenance documentation throughout the period of performance.

5.8 ORDER OF PRECEDENCE. In the event of a conflict between contract requirements, the following order of precedence shall apply:

- a. Federal Statutes and Regulations
- b. Contract Clauses and Contract Modifications
- c. This Performance Work Statement (PWS)
- d. Attachments Incorporated into the Contract
- e. Department of Defense, Department of the Navy, and NAVSUP Instructions
- f. OSHA and ANSI Standards
- g. OEM Technical Manuals and Service Bulletins
- h. Contractor Internal Procedures

The Contractor shall immediately notify the Contracting Officer when conflicts, ambiguities, or discrepancies are identified.

5.9 CHANGES TO APPLICABLE REFERENCES. Updates, revisions, or changes to referenced publications shall apply only when required by law, regulation, contract modification, or written Government direction. The Contractor shall not independently implement changes affecting contract scope, cost, schedule, or performance requirements without authorization from the Contracting Officer.

PART 6. ATTACHMENTS AND CONTRACT DATA REQUIREMENTS LIST (CDRL)

6.1 ATTACHMENTS. The following attachments are incorporated into and made part of this Performance Work Statement (PWS):

Attachment 1 - Material Handling Equipment (MHE) Inventory

Attachment 2 - Preventive Maintenance Requirements

Attachment 3 - Annual Fork Inspection Form

Attachment 4 - Deliverable Templates

Attachment 5 - Quality Assurance Surveillance Plan (QASP)

Attachment 6 - DD Forms 1423, Contract Data Requirements Lists (CDRLs A001-A013)

Attachment 7 - Government Furnished Facilities

In the event of a conflict between an attachment and the requirements of this PWS, the requirements of the PWS shall govern unless otherwise directed by the Contracting Officer.

6.2 CONTRACT DATA REQUIREMENTS LIST (CDRL). Attachment 6 consists of DD Forms 1423, CDRLs A001-A013. The executed DD Forms 1423 control data-item format, frequency, due date, distribution, recipients, and Government action. The summaries below state the PWS requirements and shall be reconciled with Attachment 6 before solicitation release. Unless a CDRL states otherwise, electronic submissions shall be provided to the KO and COR.

6.2.1 CDRL A001 - QUALITY CONTROL PLAN (QCP). Description: The Contractor shall develop, implement, and maintain a Quality Control Plan (QCP) describing procedures used to ensure compliance with contract requirements.

The QCP shall address, at a minimum:

- a. Internal inspections
- b. Maintenance verification procedures
- c. Deficiency identification
- d. Corrective action procedures

e. Maintenance documentation reviews

f. Deliverable reviews

g. Safety compliance monitoring

h. Trend analysis and recurring deficiency tracking

Frequency: One-Time Submission

Due Date: Within ten (10) calendar days after contract award and prior to commencement of performance.

Government Action: Review and Acceptance; Recipient: KO and COR

6.2.2 CDRL A002 - SAFETY PLAN. Description: The Contractor shall develop and maintain a Safety Plan describing procedures used to ensure safe performance of maintenance operations. The Safety Plan shall address, at a minimum:

a. Hazard Communication

b. Lockout/Tagout

c. Personal Protective Equipment (PPE)

d. Emergency Procedures

e. Spill Prevention and Response

f. Hazardous Material Handling

g. Accident Reporting

h. Environmental Compliance

Frequency: One-Time Submission

Due Date: Within ten (10) calendar days after contract award and prior to commencement of performance.

Government Action: Review and Acceptance; Recipient: KO and COR

6.2.3 CDRL A003 - PREVENTIVE MAINTENANCE SCHEDULE. Description: The Contractor shall submit a Preventive Maintenance Schedule identifying all covered MHE assets, preventive maintenance intervals, planned maintenance dates, and scheduled service actions. The schedule shall be maintained throughout contract performance and updated as required. Frequency: Initial Submission and Updates as Required

Due Date: Within fifteen (15) calendar days after contract award and updated as necessary.

Government Action: Review; Recipient: KO and COR

6.2.4 CDRL A004 - MAINTENANCE LOG. Description: The Contractor shall maintain a Maintenance Log documenting all preventive maintenance, corrective maintenance, inspections, repairs, operational testing, equipment status changes, and significant maintenance actions performed under this contract. The Maintenance Log shall include:

- a. Asset identification
- b. Date of service
- c. Type of maintenance performed
- d. Deficiencies identified
- e. Corrective actions completed
- f. Equipment status
- g. Technician performing the work

Frequency: Monthly

Due Date: 10th business day of each month.

Government Action: Review; Recipient: KO and COR

6.2.5 CDRL A005 - ANNUAL FORK INSPECTION REPORT. Description: The Contractor shall submit an Annual Fork Inspection Report documenting inspection results, measurements, deficiencies identified, corrective actions recommended, and equipment status. Inspection reports shall be completed using Attachment 3 and shall comply with NAVSUP Publication 538, OSHA requirements, ANSI standards, and OEM requirements.

Frequency: Annually

Due Date: Within five (5) business days after completion of annual inspections.

Government Action: Review; Recipient: KO and COR

6.2.6 CDRL A006 - CORRECTIVE ACTION PLAN (CAP). Description: The Contractor shall submit a Corrective Action Plan (CAP) when deficiencies cannot be corrected within twenty-four (24) hours of identification or when directed by the Government. The CAP shall include:

- a. Description of deficiency
- b. Root cause analysis
- c. Interim mitigation measures
- d. Corrective actions
- e. Preventive actions
- f. Responsible personnel
- g. Estimated completion date

Frequency: As Required

Due Date: Within twenty-four (24) hours of deficiency identification when required.

Government Action: Review; Recipient: KO and COR

6.2.7 CDRL A007 - MONTHLY PERFORMANCE REPORT. Description: The Contractor shall submit a Monthly Performance Report summarizing contract performance, maintenance accomplishments, equipment readiness, deficiencies, corrective actions, and repair parts expenditures. The Monthly Performance Report shall include, at a minimum:

- a. Preventive maintenance completed during the reporting period
- b. Corrective maintenance completed during the reporting period
- c. Emergency repair responses
- d. Open and completed Estimates of Repair (EORs)
- e. Equipment Out-of-Service (OOS) status
- f. Open deficiencies
- g. Corrective Action Plans (CAPs) submitted
- h. Safety incidents and safety-related deficiencies
- i. CLIN repair parts expenditures during the reporting period
- j. Cumulative CLIN expenditures
- k. Remaining CLIN funding balance

l. High-dollar repair actions requiring Government approval

m. Recurring equipment failures and trend analysis

Frequency: Monthly

Due Date: 10th business day of each month.

Government Action: Review; Recipient: KO and COR

6.2.8 CDRL A008 - SAFETY INCIDENT REPORT. Description: The Contractor shall submit a Safety Incident Report documenting safety incidents, near misses, injuries, environmental releases, property damage, or other reportable events occurring during contract performance. The report shall identify:

- a. Date and time of incident

b. Personnel involved

c. Description of incident

d. Immediate actions taken

e. Corrective actions implemented

f. Recommendations to prevent recurrence

Frequency: As Required

Due Date: Within twenty-four (24) hours of occurrence.

Government Action: Review; Recipient: KO and COR

6.2.9 CDRL A009 - PERSONNEL CONTINGENCY PLAN. Description: Plan addressing coverage during planned and unplanned absences, vacancies, turnover, emergencies, and installation-access restrictions; interim staffing; and notification procedures. Frequency: Initial submission and updates upon change. Due Date: Within ten (10) calendar days after award and before commencement of performance; revisions within five (5) business days after a material change. Government Action: Review and Acceptance. Recipient: KO and COR.

6.2.10 CDRL A010 - PROJECT STATUS BRIEFING MATERIALS. Description: Status briefing covering maintenance schedule, accomplishments, findings, issues, risks, mitigation actions, recommendations, and project schedule. Frequency: As requested. Due Date: No later than two (2) business days before the scheduled briefing unless the COR authorizes another date. Government Action: Review. Recipient: KO and COR.

6.2.11 CDRL A011 - HAZMAT AND HAZWASTE MANAGEMENT PLAN. Description: Plan addressing material approval, inventories, labeling, Safety Data Sheets, storage, spill response, waste accumulation, disposal coordination, training, and incident reporting. Frequency: Initial submission and updates upon change. Due Date: Within ten (10) calendar days after award and before commencement of performance; revisions within five (5) business days after a material change. Government Action: Review and Acceptance. Recipient: KO and COR.

6.2.12 CDRL A012 - ESTIMATE OF REPAIR (EOR). Description: Equipment identification, deficiency, root cause when known, proposed corrective action, labor hours and rates, itemized parts and prices, shipping, total estimated cost, and estimated completion date. Frequency: As required before corrective work or parts procurement requiring Government authorization. Due Date: Before incurring the cost or beginning the proposed work, and within two (2) business days after completing diagnosis unless the COR authorizes another date. Government Action: Review and Approval by the KO. Recipient: KO and COR.

6.2.13 CDRL A013 - KEY PERSONNEL SUBSTITUTION REQUESTS. Description: Post-award resumes and supporting qualification documentation for a proposed replacement PM or SMM, demonstrating compliance with each minimum qualification in Section 1.3.6. Frequency: Upon a proposed substitution or vacancy. Due Date: At least fifteen (15) calendar days before a planned substitution when practicable, or within one (1) business day after an unplanned vacancy. Government Action: KO approval. Recipient: KO and COR. Initial proposed Key Personnel resumes shall be submitted and evaluated in accordance with the solicitation, not as a post-award CDRL submission.

PART 7 PERFORMANCE REQUIREMENTS SUMMARY (PRS), QUALITY ASSURANCE SURVEILLANCE, CORRECTIVE ACTIONS, AND PERFORMANCE EVALUATION

7.1 GENERAL. The Government shall evaluate Contractor performance through the Performance Requirements Summary (PRS), Quality Assurance Surveillance Plan (QASP), inspections, audits, maintenance record reviews, deliverable reviews, observations, and customer feedback. The PRS establishes measurable performance standards used to assess Contractor compliance with contract requirements. Government surveillance does not relieve the Contractor of responsibility for quality performance.

7.2 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Performance Objective	PWS Reference	Performance Standard	AQL	Surveillance Method
Preventive Maintenance Completion	2.2	Scheduled preventive maintenance completed within required intervals and properly documented.	95%	Maintenance Record Review
Corrective Maintenance Response	2.3	Corrective maintenance labor initiated within seventy-two (72) hours of Government authorization unless otherwise directed by the COR.	95%	Work Order Review
Emergency Repair Response	2.4	Contractor responds to emergency maintenance requests within four (4) hours of Government notification.	95%	Dispatch Logs / COR Verification
Annual Fork Inspections	2.6	Annual fork inspections completed and documented in accordance with Attachment 3.	100%	Inspection Record Review
Deliverable Submission	2.12 / Part 6	Required deliverables are complete, accurate, and submitted by the due dates established in Attachment 6 (CDRL).	100%	Deliverable Review
Estimate of Repair (EOR) Accuracy	2.3 / 4.5	EORs accurately identify deficiencies, labor requirements, parts requirements, and estimated repair costs.	95%	EOR Review
Safety Compliance	1.5 / 4.10	Contractor maintains compliance with safety requirements and approved Safety Plan.	100%	Safety Inspection / Documentation Review
Quality Control Program Compliance	1.4 / 4.9	Contractor maintains an active Quality Control Program (QCP), conducts internal inspections, and tracks deficiencies through closure.	100%	QCP Audit
Corrective Action Response	1.4 / 4.9 / 7.6	Corrective action initiated within twenty-four (24) hours of deficiency identification. CAP submitted within twenty-four (24) hours when required.	100%	CAP Review / QCP Audit
Equipment Availability	1.2.1.1	At least 90% of covered MHE is fully operational, excluding documented and accepted excusable downtime.	90%	Equipment Status / Maintenance Log Review

7.3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). The Government shall utilize Attachment 5, Quality Assurance Surveillance Plan (QASP), to monitor Contractor performance. Surveillance methods may include:

- a. Periodic inspections
- b. Random inspections
- c. Scheduled audits
- d. Maintenance record reviews
- e. Deliverable reviews
- f. Safety inspections
- g. EOR reviews
- h. QCP audits
- i. Customer feedback

The Government may increase surveillance activities when performance deficiencies are identified.

7.4 NONCONFORMING PERFORMANCE. Nonconforming performance occurs when the Contractor fails to meet contract requirements. Examples include:

- a. Missed preventive maintenance intervals
- b. Failure to respond within required timeframes
- c. Incomplete or inaccurate maintenance documentation
- d. Failure to submit required deliverables
- e. Failure to maintain required staffing

- f. Safety violations
- g. Environmental violations
- h. Failure to maintain an active Quality Control Program
- i. Failure to submit required Corrective Action Plans (CAPs)
- j. Repeated maintenance deficiencies
- k. Failure to comply with approved corrective actions
- l. Unauthorized procurement or installation of repair parts requiring Government approval

The Government may document nonconforming performance through inspections, audits, surveillance activities, deficiency notices, COR observations, maintenance record reviews, or deliverable reviews.

7.5 DEFICIENCY IDENTIFICATION. Deficiencies may be identified by:

- a. Government inspections
- b. Government surveillance activities
- c. Contractor self-inspections
- d. Safety inspections
- e. Environmental inspections
- f. Maintenance record reviews
- g. Deliverable reviews
- h. Quality Control Program audits

i. Customer complaints

The Contractor shall document identified deficiencies and maintain records within its Quality Control Program.

7.6 CORRECTIVE ACTION REQUIREMENTS. The Contractor shall initiate corrective action within twenty-four (24) hours of identification of a deficiency by either the Government or the Contractor. Corrective actions shall be documented and tracked through closure within the Contractor's Quality Control Program. When deficiencies cannot be corrected within twenty-four (24) hours, the Contractor shall submit a Corrective Action Plan (CAP) in accordance with CDRL A006.

The CAP shall include:

- a. Description of deficiency
- b. Root cause analysis
- c. Interim mitigation measures
- d. Corrective actions
- e. Preventive actions
- f. Responsible personnel
- g. Estimated completion date

The Contractor shall continue corrective action efforts until the deficiency is resolved.

7.7 GOVERNMENT REMEDIES

When nonconforming performance is identified, the Government may:

- a. Increase surveillance activities
- b. Require corrective action
- c. Require additional reporting

- d. Require re-performance of deficient work
- e. Document performance deficiencies
- f. Reject nonconforming services when permitted by contract terms
- g. Pursue contractual remedies available under the contract

Nothing in this section limits the Government's rights under applicable contract clauses.

7.8 CONTRACTOR SELF-ASSESSMENT. The Contractor shall continuously evaluate performance through its Quality Control Program.

The Contractor shall:

- a. Conduct internal inspections
- b. Monitor recurring deficiencies
- c. Track corrective actions
- d. Review maintenance records
- e. Review deliverable accuracy
- f. Monitor safety compliance
- g. Analyze performance trends

Results of self-assessments shall be maintained and provided to the Government upon request.

7.9 PAST PERFORMANCE AND CPARS. The Government may consider Contractor performance under this contract when preparing Contractor Performance Assessment Reporting System (CPARS) evaluations. Performance areas may include:

- a. Quality
- b. Schedule

c. Management Responsiveness

d. Regulatory Compliance

e. Safety Performance

f. Cost Control

g. Small Business Subcontracting (when applicable)

Repeated failures to meet PRS standards may be reflected in CPARS evaluations.

7.10 PERFORMANCE REVIEW MEETINGS. The Government may conduct periodic performance review meetings with the Contractor. Meetings may address:

a. Equipment availability

b. Preventive maintenance performance

c. Corrective maintenance performance

d. Open Estimates of Repair (EORs)

e. CLIN repair parts expenditures and funding status

f. Equipment Out-of-Service (OOS) status

g. Safety performance

h. Deliverable status

i. Corrective actions

j. Recurring equipment failures and trend analysis

k. Emerging issues

l. Operational priorities

The Contractor shall participate in meetings requested by the Contracting Officer or COR.

7.11 RECORD RETENTION. The Contractor shall maintain records supporting performance under this contract throughout the period of performance and for any retention period required by law, regulation, or contract clause. Records shall be made available to the Government upon request.

Requirements

MHE

Section D - Packaging and Marking

Section E - Inspection and Acceptance

Section F - Deliveries or Performance

Overall Contract Delivery Period

Period of Performance

From 01 Oct 2026 to 30 Sep 2029

The ordering period above may include unexercised options

Government

Destination

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative. (DEVIATION 2026-O0002)	Dec 1991	Deviation 2026-O0002	Aug 2026
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

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

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

(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.

2-IN-1

(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	<u>TBD</u>
Issue By DoDAAC	<u>TBD</u>
Admin DoDAAC	<u>TBD</u>
Inspect By DoDAAC	<u>TBD</u>
Ship To Code	<u>TBD</u>
Ship From Code	<u>TBD</u>
Mark For Code	<u>TBD</u>
Service Approver (DoDAAC)	<u>TBD</u>
Service Acceptor (DoDAAC)	<u>TBD</u>
Accept at Other DoDAAC	<u>TBD</u>
LPO DoDAAC	<u>TBD</u>

DCAA Auditor DoDAAC	<u>TBD</u>
Other DoDAAC(s)	<u>TBD</u>

(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.

TO BE PUBLISHED UPON AWARD

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

(End of clause)

Section H - Special Contract Requirements

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.217-2	Cancellation Under Multi-year Contracts.	Oct 1997		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-18	Availability of Funds.	Apr 1984		
52.232-25	Prompt Payment.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		

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
252.232-7010	Levies on Contract Payments.	Dec 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023
252.247-7023	Transportation of Supplies by Sea.	Oct 2024

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 October 2026 through 30 September 2029.

(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. (Tailored)

(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 \$1,000.00, 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 \$105,000.00.

(2) Any order for a combination of items in excess of \$105,000.00; or

(3) A series of orders from the same ordering office within 10 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 5 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 09/30/2029.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Tailored)

(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>

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Tailored)

(Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

5252.223-9000 DON ADDITIONAL SAFETY REQUIREMENTS APPLICABLE TO SPECIFIED GOVERNMENT FURNISHED AMMUNITION AND EXPLOSIVES

(Oct 1997)

The following additional safety requirements apply to Government Furnished Material (GFM) Ammunition and Explosives (A&E) containing nitrocellulose-based propellants and/or nitrate ester-based materials (such as nitroglycerin,) or such other similar A&E provided as GFM and designated by the Contracting Officer which have a tendency to become chemically unstable over time:

(a) The Contractor shall maintain inventory control records of potentially unstable GFM A&E by National Stock Number (NSN) or part number, lot number, nomenclature, storage location, quantity and date of receipt.

(b) The Contractor shall comply with any Government notice concerning any restrictions, suspensions and limitations imposed by the cognizant Government component on GFM A&E to ensure that the materials are safe for continued storage.

(c) Upon receipt of a notice from the Government of reclassification actions taken by the Government that render GFM A&E unserviceable, suspended or restricted, the Contractor shall immediately follow the instructions contained within the notice.

(d) When directed by the Government, the Contractor shall ship samples of GFM A&E in its possession to the Government testing facilities. GFM A&E samples will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked on the Bill of Lading. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.

(e) Within 30 days of completion or termination of the contract, the Contractor shall request disposition instructions from the Contracting Officer for any residual, unserviceable, suspended or restricted GFM A&E. The Contracting Officer shall provide disposition instructions to the Contractor not later than 90 days after they are requested.

(f) If disposition instructions direct shipment to a Government disposal or storage activity, the Contractor shall obtain verification of the contents and marking by the contract administration office Quality Assurance Representative prior to shipment. Additionally, the Contractor shall notify the receiving activity 30 days prior to shipment and provide a detailed list of GFM A&E being returned. Returned materials will be shipped with the

Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.

(g) If the Contractor has the capability to dispose of these materials at its facility and has been instructed to do so through disposition instructions, the Contractor shall provide written notice to the Contracting Officer identifying the materials it is disposing of by the Contract Number, NSN or part number, lot number, nomenclature and quantity, and the date the disposition of the materials was accomplished.

(h) If direction issued under the clause causes an increase in the cost of performance under this contract, the Contracting Officer shall make an equitable adjustment in the contract price.

Section J - List of Attachments

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	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		

FAR Clauses Incorporated by Full Text

52.212-3	Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)	(Mar 2025)	Deviation 2025-O0004	(Mar 2025)
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OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025)
(DEVIATION 2025-O0003 AND 2025-O0004)

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395 (b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

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

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

(3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended."Sensitive technology"-

Sensitive technology-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

- (1)
 - (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 size standards in this solicitation.

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically

at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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.

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that-

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

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

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

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

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror 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. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) [Reserved]

(e) *Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

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

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

Line Item No.	Country of Origin
==	==
==	==
==	==

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
==	==	==
==	==	==

==	==	==
----	----	----

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ==

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.
==
==
==

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
==	==

==	==
==	==

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
==	==
==	==
==	==

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

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

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
==	==
==	==

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) ☐

(ii) ☐

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-

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

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

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

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR1.6049-4;
- ☐ Other ____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name ____.

TIN ____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that-

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

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

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

(2) The Offeror represents that-

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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(s) [Reserved]

(t) [Reserved]

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to

report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that-

(i) It ☐ does, ☐ does not provide covered 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

(End of provision)

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

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

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

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

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

☐ (i) Paragraph (g) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Use with Alternate I.

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

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

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

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

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

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

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

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

(End of provision)

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

Addendum to 52.212-1, Contract Terms and Conditions - Commercial Products and Commercial Services

The following provisions are incorporated into 52.212- 1 as an addendum to this solicitation: The Government intends to compete N6883626Q0078 and all amendments on SAM.gov.

QUESTIONS

All questions and clarifications regarding this solicitation must be submitted via email to Contract Specialist, Mr. Dylan Douglas at dylan.l.douglas.civ@us.navy.mil and Contracting Officer, Mr. Juan Marshall at juan.m.marshall.civ@us.navy.mil subject line to read: Questions/Clarifications for N6883626Q0078. Each question or comment must reference the applicable document, page number, and paragraph number. Quoters must not include any proprietary information in a question, because the Government will provide the question and answer to all potential Quoters. All questions must be submitted no later than five (5) days after solicitation posting. The Government reserves the right not to respond to any questions received concerning this solicitation after the questions receipt date above. Accordingly, Quoters are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal timeframe.

HISTORICAL DATA

Incumbent: N/A

North American Industry Classification System (NAICS) code and small business size standard.

This procurement is being solicited in accordance with Revolutionary Federal Acquisition Regulation Overhaul (RFO) Subpart 19 Small Business programs. See block 10 of the SF144 9 for the type of Small Business Set Aside, the North American Industry Classification Code System (NAICS), and the Small Business Size Standard.

(a) Submission of Quotes. Quoters must submit quotes in PDF format by volume as described below. Each volume must contain a cover sheet with #1 and #3 below.

The quote must contain the following information:

1. Solicitation number as indicated on page one (1) of the SF1449, Block 5 and the Title of the procurement.
2. Time specified for receipt of quotes: Quoters must ensure that quotes are received by the Government point of contact no later than the date and time indicated on page one (1) of the SF1449, Block 8.
3. Name, title, e-mail address, and telephone number of the individual(s) with authority to bind the company. Quoter's POC information for contractual questions/discussions. CAGE Code, Unique Entity ID (UEI), and Business Size.
4. Technical Description: See volumes below.
5. Terms of any express warranty: Not modified.
6. Provide Price and any discount terms as described in Price Volume.
7. "Remit to" address: The Quoter must submit all volumes of its quote electronically to . dylan.l.douglas.civ@us.navy.mil; and Mr. Juan Marshall at juan.m.marshall.civ@us.navy.mil
8. Representations and certifications: See Contractor Responsibility Volume.
9. Acknowledgment solicitation amendments: All amendments issued with signatures to acknowledge terms and conditions of amendments. Acknowledgement of all amendments issued to the solicitation must be signed, and dated.
10. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information).
11. Quoters that fail to furnish required representations or information, or reject the terms and conditions of the solicitation will be excluded from consideration.

Quoters must be submitted in volumes as follows (Font Times New Roman, 12 point font. Size limit for attachments to emails is 20MB):

Volume I - Price There is no page limit for Volume I submission

Quoters must submit the following:

Standard Form (SF) 1449. Blocks 17a, 30a, 30b, and 30c of page one (1) of SF 144 9 must be completed and signed to show the Quoter has read and agrees to comply with all terms, conditions, and instructions provided in the solicitation document. By signing Block 30b of the SF1449, the Quoter has confirmed they take no exception to the solicitation and have read, understand, and agree to comply with all terms, conditions, and instructions outlined in the solicitation.

Price Quote. The Quoter must fill in the price schedule and include unit prices. The unit price should be evenly incremented so that it adds up to the total price without rounding past the second digit right of the decimal point for total prices for all contract line items (CLINs). Pricing must be structured in accordance with the contract line items identified in the SF 144 9 bid schedule.

Volume II - Technical Capability Volume II is limited to 10 pages.

Quoters must demonstrate an understanding of the solicitation requirements by providing the following: Submission must have 1 inch margins, 12 point font, and single sided. If any quote is not in compliance with the page limitation, any page beyond 10 may not be evaluated. The quotes must be evaluated against the following factors.

FACTOR 1: STAFFING PLAN: Demonstrate ability to staff personnel in accordance with PWS section 1.3.6 in its entirety including all sub-paragraphs.

FACTOR 2: KEY PERSONNEL: Demonstrate key personnel adherence to the minimum standards outlined in PWS section 1.3.6 in its entirety including all sub-paragraphs.

Volume III Contractor Responsibility - There is no page limit for Volume III submission

Representation and Certifications. Quoters must either complete the following provisions contained in the solicitation OR provide a statement that certification in System for Award Management (SAM) is current, complete, and accurate as of the date of the Quoter's signature, or list any changes as they relate to the following provisions:

FAR 52.212-3

DFARS 252.204-7016

No Exception. Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Quoters that fail to furnish required representations or information, or reject the terms and conditions of the solicitation will be excluded from consideration.

Limitations on Subcontracting. Quoters must affirmatively state that they intend to meet the requirements outlined in FAR

52.219-14, Limitations on Subcontracting (Sep 2021) (Deviation 2021-00008).

Organization. A description of the Quoter organization, accounting, and operational controls to meet the requirement.

Note: After the solicitation closing date, the Contracting Officer may require a Quoter to promptly submit additional information to demonstrate the Quoter is responsible.

AWARD NOTICE TO SUCCESSFUL QUOTER

A written notice of award or acceptance of a Quoter will be emailed to the successful Quoter. Before the Quoter's specified expiration time, the Government may accept a quote (or part of a quote), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Failure to submit all required documentation will render a quote non-responsive and the quote will not be considered for award.

(a) Period for acceptance of quotes. Quoter agrees to hold their prices firm for a period of 120 calendar days from date specified for receipt of quotes, unless another time period is specified in an amendment to the solicitation.

(b) Product samples. Not modified.

(c) Multiple quotes. The Government IS NOT accepting multiple quotes presenting alternative terms and conditions, including alternative line items, or alternative commercial products or commercial services for satisfying the requirements of this solicitation. The Quoter shall submit prices for every priced contract line item. The Government intends to make a single award.

(d) Late submissions, modifications, revisions, and withdrawals of quotes.

Not modified.

(e) Contract award.

Not modified.

(f) Multiple awards. The Government WILL NOT accept any item or group of

items of a quote. The Government WILL NOT accept quantities less than those specified

in the schedule. The Government WILL NOT make an award on any item for a quantity less than the quantity quoted, at the unit prices quoted. The Quoter will submit prices

for every priced contract line item. The Government intends to make a single award.

(g) Availability of requirements documents cited in the solicitation. Not modified.

(h) *Unique entity identifier*. Not modified.

(i) Reserved.

(j) *Debriefing*. Not modified.

Basis of Evaluation-Commercial Products and Commercial Services

(a) The Government intends to award to the responsible Quoter whose quote, conforming to the solicitation, is the lowest-priced technically acceptable quote. To be eligible for award, a quote must be rated as "Technically Acceptable" to be considered. The following factors will be used to evaluate quotes:

(i) Technical Capability

(ii) Price

Initially, quotes shall be listed in order of price from lowest to highest. Technical Capability will be evaluated, and rated acceptable or unacceptable.

Technical Capability: The technical rating reflects the degree to which the quote meets or does not meet the minimum performance or capability requirements. For a quote to be found technically acceptable, the quote must clearly meet the minimum requirements of the solicitation. Failure to provide the following will result in an unacceptable rating: Quoters shall demonstrate an understanding of the solicitation requirements by providing the following:

FACTOR 1: STAFFING PLAN

Acceptable (A)	The quote clearly demonstrates an understanding of section 1.3.6 of PWS in its entirety including all sub-paragraphs.
Unacceptable (U)	The quote does not clearly demonstrate an understanding of section 1.3.6 of PWS.

FACTOR 2 KEY PERSONNEL

Acceptable (A)	The quote clearly demonstrates an understanding of section 1.3.6 of PWS in its entirety including all sub-paragraphs.
Unacceptable (U)	The quote does not clearly demonstrate an understanding of section 1.3.6 of PWS.

If the quote is found to be "Unacceptable", then the Quoter will be removed from further consideration of the award.

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

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

Price - The Government may evaluate any and all information submitted by the quoter to support the reasonableness of the prices quoted. The method of evaluation used is solely within the discretion of the Contracting Officer. The type of source selection utilized in this procurement is Lowest Price Technically Acceptable (LPTA). The Government reserves the right to make award solely on initial quote received. Initially, quotes shall be listed in order of price from lowest to highest. Technical Capability will be evaluated, and rated acceptable or unacceptable.

A quoter's prices will be determined by multiplying the quantities identified in the Schedule by the proposed unit price for each Contract Line-Item Number (CLIN) to confirm the extended amount for each. Pricing within the 1449 CLIN structure will take precedence over all submitted documentation for evaluation and award. Quoters shall ensure each CLIN is priced.

The Government will evaluate price to determine the following:

Completeness: All price information/data required in the RFP has been submitted. For all items in the schedule, the unit price will be multiplied by the quantity for each line item for the base and all option years. All CLINs as stated in the solicitation shall be priced.

Reasonableness: Price is fully justified and supported and is considered fair under current market conditions, reasonable to the Quoter and reasonable to the Government. Reasonableness may also be determined by comparison with the Government estimated and/or other quotes received. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. A quote may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. In accordance with FAR 15.404-6 price analysis will be conducted on the individual CLIN to determine whether unbalanced pricing occurred.

Note: Quotes that do not quote all items or which quote only partial CLIN pricing will be considered nonresponsive. Failure to furnish the price in accordance with the instructions above may render the quote unacceptable. Also, CLIN totals shall match company letterhead, if providing company letterhead quote. If totals do not match the SF1449 CLIN price(s) takes precedence.

(End of provision)

To be eligible for award of a contract hereunder, the Quoter must be determined by the Contracting Officer to be a responsible prospective Contractor in accordance with FAR 9.1.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	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
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.206-7000	Domestic Source Restriction.	Aug 2023		

FAR Clauses Incorporated by Full Text

52.252-1 Solicitation Provisions Incorporated by Reference. (Tailored) (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>

(End of provision)

52.252-3 Alterations in Solicitation. (Tailored) (Apr 1984)

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

N/A

(End of clause)

52.252-5 Authorized Deviations in Provisions. (Tailored)

(Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (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)

Section M - Evaluation Factors for Award