

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			☐ 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)		
30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)		31c. DATE SIGNED

Section A - Solicitation/Contract Form

Guantanamo Bay Post Office Furniture

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	L Shape Desk With Hutch Right Hand Configuration. See Description of Requirement for specifications. Pricing Arrangement: Firm Fixed Price	1	Each		
0002	L Shape Desk With Hutch Left Hand Configuration. See Description of Requirement for specifications. Pricing Arrangement: Firm Fixed Price	1	Each		
0003	Left Pedestal Desk. See Description of Requirement for specifications. Pricing Arrangement: Firm Fixed Price	2	Each		
0004	Right Pedestal Desk. See Description of Requirement for specifications. Pricing Arrangement: Firm Fixed Price	2	Each		
0005	Mid Back Task Chair. See Description of Requirement for specifications. Pricing Arrangement: Firm Fixed Price	26	Each		
0006	High Back Task Chair. See Description of Requirement for specifications. Pricing Arrangement: Firm Fixed Price	2	Each		
0007	Shipping and Handling Pricing Arrangement: Firm Fixed Price	1	Each		

Section C - Description/Specifications/Statement of Work

DESCRIPTION OF REQUIREMENT

NAVSUP FLEET LOGISTICS CENTER

JACKSONVILLE, FL CODE 402G

POST OFFICE FURNITURE

1.0 REQUIREMENT

1.1 The contractor must provide office furniture to replace existing worn and broken furniture at the Post Office, Naval Station (NS) Guantanamo Bay, Cuba. All equipment and furniture items delivered under this contract must be NEW (used, refurbished, or remanufactured items are not acceptable).

Description

L Shape Desk with Hutch Right Hand Configuration/Qty: 1

- Wood composite core
- High pressure matte finish laminate
- Wire management grommets
- Adjustable leveling glides
- Mobile pedestal
- Two 12" file drawers with a central lock
- Locking Pedestal casters
- Shell Credenza: 60"W minimum up to 66 1/4"W maximum x 24"D x 29 1/2"H
- Credenza Hutch: 60"W minimum up to 66 1/4"W maximum x 15 1/4"D x 39 1/2"H
- L-Unit Extension: 48"W x 24"D x 29 1/2"H
- Mobile Pedestal: 15"W x 21 5/8"D x 27 9/16"H

L Shape Desk with Hutch Left Hand Configuration/Qty: 1

- Wood composite core
- High pressure matte finish laminate
- Wire management grommets
- Adjustable leveling glides
- Two 12" file drawers with central lock
- Locking Pedestal casters
- Shell Credenza: 60"W minimum up to 66 1/4"W maximum x 24"D x 29 1/2"H
- Credenza Hutch: 60"W minimum up to 66 1/4"W maximum x 15 1/4"D x 39 1/2"H
- L-Unit Extension: 48"W x 24"D x 29 1/2"H
- Mobile Pedestal: 15"W x 21 5/8"D x 27 9/16"H

Left Pedestal Desk/Qty: 2

- Wood composite core
- High pressure matte finish laminate
- J-channel for wire management
- Wire management grommet
- Locking file drawer with adaptable rails

- Heavy duty ball bearing drawer slides with full extension
- Adjustable leveling glides
- Overall Dimensions: 60"W x 30"D x 29 1/2"H

Right Pedestal Desk/Qty: 2

- Wood composite core
- High pressure matte finish laminate
- J-channel for wire management
- Wire management grommet
- Locking file drawer with adaptable rails
- Heavy duty ball bearing drawer slides with full extension
- Adjustable leveling glides
- Overall Dimensions: 60"W x 30"D x 29 1/2"H

Mid Back Task Chair/Qty: 26

- Breathable Black Mesh on back and seat
- Recline mechanism
- Tilt lock adjustment and pneumatic height adjustment
- Height adjustable arms with pivoting arm pads
- 2" carpet casters
- Meets or exceeds ANSI/BIFMA performance standards
- Overall Outside: 26"- 28"W x 25"D x 36.5"- 40"H
- Inside Seat: 20"W x 19.5"D
- Seat Height Adj: 16" - 20.5"
- Inside Back: 20"W x 19.5"H
- Weight Capacity: 275 lbs

High-Back Task Chair/Qty: 2

- Synchronous knee-tilt mechanism with tilt lock, pneumatic height adjustment, and tension control
- Adjustable arm height with polyurethane arm pads
- Leather
- Knee-tilt mechanism and multi-position tilt lock
- Built-in head-rest support
- Adjustable lumbar support
- Adjustable seat slider
- Five-prong, base
- 2" carpet casters
- Meets ANSI/BIFMA standards
- Overall Height: 46" to 49"
- Seat Height: 17" to 21.5"
- Seat Size: 21"W x 19"D
- Back Size: 21"W x 27"H
- Weight Capacity: 275 lbs

The Government will consider products that are equal to or similar in characteristics. Products may vary by up to 4 inches in width, length, depth, and height from the stated dimensions. This tolerance does not apply to the Shell Credenza and Credenza Hutch. The width of both the Shell Credenza and Credenza Hutch must fall strictly between the minimum of 60 inches and the maximum of 66 1/4 inches as specified in the product description.

2.0 DELIVERABLES

2.1 Delivery Requested 45 days after award of contract.

2.2 Delivery Address

NAVSTA GTMO SUPPLY

Base Supply Center

c/o SLNC, LLC

Blount Island Marine Terminal

8998 Blount Island Blvd

Jacksonville, FL 32226

2.3 Government Technical Point of Contact (GTPOC)

TBD

2.4 Inspection/Acceptance

Inspection and acceptance will be conducted at the final Destination/Government facility. The items will be inspected using visual inspection for quality and defect and testing inspection for functionality and performance. Any defects or issues detected will be communicated back to the supplier for replacement in accordance with (IAW) the company's and FAR warranty clause.

3.0 WARRANTY

3.1 Warranties (consistent with standard commercial practices) shall apply. All products found to be defective within the warranty period shall be repaired or replaced with the cost of replacement, including shipping charges, the responsibility of the Vendor.

4.0 DEFENSE BIOMETRIC IDENTIFICATION SYSTEM

Defense Biometric Identification System (DBIDS) increases installation security and communications by receiving frequent database updates on changes to personnel/credential status, law enforcement warrants, lost/stolen cards, and force protection conditions. The system provides a continuous vetting anytime the DBIDS card is scanned at an installation entry point.

If you currently have an Navy Commercial Access Control System (NCACS) card, the following is required to get a DBIDS credential:

- Present your NCACS Card and a completed copy of the SECNAV FORM 5512/1 to the base Visitor Control Center representative.
- The VCC will pull up your information in the computer, ensuring all information is current and correct.
- Once your information is validated, a temporary DBIDS credential is provided.

- Your temporary credential will have an expiration date, prior to which you will need to obtain your permanent DBIDS credential (~ 180 days).
- For each additional U.S. Navy installation to which you need access, the first time you visit you only need to bring your DBIDS credential and statement of purpose for base access when arriving at the Visitor Control Center.
- The representative will enter base access authorization and then you may proceed to work.

If you do NOT have an NCACS Card, the following is required to obtain a DBIDS credential:

- Present a letter or official document from my government sponsoring organization that provides the purpose for your access.
- Present valid identification, such as a passport or Real ID Act-compliant state driver's license.
- Present a completed copy of the SECNAV 5512/1 form to obtain your background check.
- Upon completion of the background check, the Visitor Control Center representative will complete the DBIDS enrollment process, which includes your photo, finger prints, base restrictions, and several other assessments; after all this is done, you will be provided with your new DBIDS credential.
- You may now proceed to work.

FOR ADDITIONAL QUESTIONS ABOUT OBTAINING A DBIDS CARD, CONTACT YOUR LOCAL BASE VISITOR CONTROL CENTER

Requirements

Guantanamo Bay Post Office Furniture

Additional Regulation or Supplemental Clauses Incorporated by Full Text

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

(Jan 2024)

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

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

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

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

Section D - Packaging and Marking

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Product will be inspected for damage. DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD
0002	Inspection and Acceptance Location Both Destination Instructions: Product will be inspected for damage. DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD
0003	Inspection and Acceptance Location Both Destination Instructions: Product will be inspected for damage. DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD
0004	Inspection and Acceptance Location Both Destination Instructions: Product will be inspected for damage.

	DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD
0005	Inspection and Acceptance Location Both Destination Instructions: Product will be inspected for damage. DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD
0006	Inspection and Acceptance Location Both Destination Instructions: Product will be inspected for damage. DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD
0007	Inspection and Acceptance Location Both Destination Instructions: Product will be inspected for damage. DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD

Section F - Deliveries or Performance

Overall Contract Delivery Period

Contractor

Destination

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Schedule From date of lead time event to date of latest delivery 45 Calendar Days Date of Award	1 Each	Ship To DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD	FoB Details Contractor Destination
0002	Delivery Schedule From date of lead time event to date of latest delivery 45 Calendar Days Date of Award	1 Each	Ship To DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD	FoB Details Contractor Destination
0003	Delivery Schedule From date of lead time event to date of latest delivery 45 Calendar Days Date of Award	2 Each	Ship To DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD	FoB Details Contractor Destination
0004	Delivery Schedule From date of lead time event to date of latest delivery 45 Calendar Days Date of Award	2 Each	Ship To DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES	FoB Details Contractor Destination

			TBD, GTPOC Email: TBD Telephone: TBD	
0005	Delivery Schedule From date of lead time event to date of latest delivery 45 Calendar Days Date of Award	26 Each	Ship To DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD	FoB Details Contractor Destination
0006	Delivery Schedule From date of lead time event to date of latest delivery 45 Calendar Days Date of Award	2 Each	Ship To DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD	FoB Details Contractor Destination
0007	Delivery Schedule From date of lead time event to date of latest delivery 45 Calendar Days Date of Award	1 Each	Ship To DoDAAC: N32354 CountryCode: USA NAVSUP FLT LOG CTR GUANTANAMO JAX DET GTMO EXPEDITOR COASTAL MARTIME, 8998 BLOUNT ISLAND BL JACKSONVILLE, FL 32226 UNITED STATES TBD, GTPOC Email: TBD Telephone: TBD	FoB Details Contractor Destination

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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.

N/A

(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.

(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>N50082</u>
Issue By DoDAAC	<u>N68836</u>
Admin DoDAAC	<u>N68836</u>
Inspect By DoDAAC	<u>N50146</u>
Ship To Code	<u>N32354</u>
Ship From Code	==
Mark For Code	==
Service Approver (DoDAAC)	<u>N50146</u>
Service Acceptor (DoDAAC)	<u>N50146</u>
Accept at Other DoDAAC	==
LPO DoDAAC	==
DCAA Auditor DoDAAC	==

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

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

(g) *WAWF point of contact.*

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

TBD

(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		
52.204-13	System for Award Management-Maintenance. (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		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
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		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

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

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

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

Small business concern-

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all

appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

252.211-7003 Item Unique Identification and Valuation.

(Jan 2023)

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier.*

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

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

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

=====	=====
=====	=====
=====	=====

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

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

=====	=====
=====	=====
=====	=====

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier.*

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

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

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

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) _____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

INFORMATION

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

To submit recommended contract language to be incorporated into the Naval Supply Systems Command (NAVSUP) Contracts Handbook (CH) as NAVSUP component text, the language must not meet the requirements for a regulation clarification or change. All submissions (utilizing the text template on Contracting Knowledge Site (CKS)) should be reviewed and approved by the activity's Chief of the Contracting Office (CCO) prior to submission.

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

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

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

** Alternative language which may be included as appropriate:

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

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

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

X.3 Be citizens of the U.S

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

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

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

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

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

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

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

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

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

APPLICABILITY

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

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

ACCESS TO FEDERAL FACILITIES

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

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

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

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

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

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

OPERATION SECURITY (OPSEC)

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

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

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

START-UP PERIOD

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

Definition of "productive":

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

f. DISS Visit Request submitted (Contingent upon classification of work being performed, Confidential, Secret, Top Secret).

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

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

ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEM

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

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

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

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

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

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

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION

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

a. Whenever Government provides CUI to, or CUI is generated by, non-DoD entities, all CUI records must be handled as required by the approved mandatory disposition authority.

b. All CUI records must follow the approved mandatory disposition authority whenever the Government provides CUI to, or CUI is generated by, non-DoD entities in accordance with Section 1220-1236 of Title 36, CFR, Section 3301a of Title 44, U.S.C., and the DoDI 5200.48.

c. Contractor employees shall monitor CUI aggregation and compilation based on the potential to generate classified information pursuant to security

classification guidance addressing the accumulation of unclassified data or information

d. Contractor employees shall submit unclassified government information for review and approval for release in accordance with the Standard DoD Component Processes, DoDI 5230.09, and DoDM 5205.07, Volume 1.

CONTRACTOR'S SECURITY REPRESENTATIVE

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

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

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

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

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

Original Signed Release Statements

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

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

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

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

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

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

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

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

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

SF-85 Questionnaire for Non-Sensitive Positions

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

Original Signed Release Statements

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

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

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
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-00038)	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		

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)

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

ADDENDUM 52.212-1, Instructions to Quoters--Commercial Products and Commercial Services

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

QUESTIONS

All questions and clarifications regarding this solicitation must be submitted via email to Tristan McElhinney and Rhonda Davis at tristan.s.mcelhinney.civ@us.navy.mil and rhonda.r.davis4.civ@us.navy.mil. Subject line to read: Questions/Clarifications for Office Furniture Purchase N6883626Q0082. Each question or comment should reference the applicable document, page number, and paragraph number. Quoters shall 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 09/16/2026 at 11:00 AM ET.

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.

(a) Submission of quoters. Quotes shall be submitted in PDF format by volume as described below. Each volume shall contain a cover sheet with #1 and #3 below.

The quote shall 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 shall 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), Business Size, and GSA Contract Number if applicable.
4. Provide Price and any discount terms as described in Price Volume.
5. "Remit to" address: Quoters shall submit all volumes of their quotes electronically via email to Tristan McElhinney and Rhonda Davis at tristan.s.mcelhinney.civ@us.navy.mil and rhonda.r.davis4.civ@us.navy.mil.
6. Representations and certifications: By submitting its quote, the Quoter verifies that, as of the date of its quote, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of RFO FAR 52.204-7 are current, accurate, and complete. The Quoter's representations and certifications in SAM are hereby incorporated by reference into its quote.
7. Acknowledgment solicitation amendments: See Price Volume.
8. Quotes that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.

Quotes shall be submitted in volumes as follows:

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

Quoters shall submit the following:

1. Standard Form (SF) 1449. Blocks 17a, 30a, 30b, and 30c of page one (1) of the SF 1449 shall 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.
2. SF 30 (Amendment), if applicable. (a) Complete items 8 and 15, and returning 1 copy of the amendment; or (b) Acknowledge receipt of this amendment or (c) Provide a separate letter or electronic communication which includes a reference to the solicitation and amendment numbers.
3. Price Offer. The Quoter shall 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 shall be structured in accordance with the contract line items identified in the SF 1449 bid schedule. Note: CLIN totals shall match company letterhead, if providing company letterhead quote. If totals do not match the SF1449 CLIN price(s) takes precedence.

Volume II Technical Responsibility There is no page limit for volume II submission

Quoters shall demonstrate an understanding of the solicitation by providing:

1. Descriptive Literature that indicates the item meets the salient physical, functional, and performance characteristic specified in this solicitation.

2. Clearly identify the item by-
- (i) Brand name, if any; and
 - (ii) Make or model number

Each technical capability element must provide sufficient evidence that the Quoter has a clear understanding of the solicitation and are able to meet the minimum requirements and qualifications set forth in the DOR.

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

(b) Period for acceptance of quotes. Quoters agree to hold their prices firm for a period of 90 calendar days from the date specified for receipt of quotes unless another time period is specified in an amendment to the solicitation.

(c) Late submissions, modifications, revisions, and withdrawals of quotes. Not modified.

(d) Contract award. Not modified.

(e) Debriefing. Not modified.

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
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.239-7098	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation (Deviation 2021-O0003)	Apr 2021	Deviation 2021-O0003	Apr 2021

Section M - Evaluation Factors for Award

FAR Clauses Incorporated by Full Text

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

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

Initially, quotes shall be listed in order of price from lowest to highest. Technical Capability will be evaluated, and appropriate adjectival ratings will be assessed on all quotes received. The type of source selection utilized in this procurement is LPTA. The Government reserves the right to make award solely on initial quote received.

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

(i) Price

(ii) Technical Capability

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.

Price will be evaluated by multiplying the estimated quantities by the offered unit price for each line item and then adding the totals together thereby identifying the offeror's total estimated price for each line item.

Note: Quotes that do not quote all items or which quote only partial CLIN pricing will be considered non-responsive. 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.

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: The quote identifies an item that meets the solicitation's Description of Requirement (DOR).

The Contracting Officer will use the following rating table:

Acceptable	The quote meets the salient physical, functional, and performance characteristics specified in this solicitation. The quote clearly identifies the item.
Unacceptable	The quote does not meet the salient physical, functional, or performance characteristics specified in this solicitation. The quote does not clearly identify the item.

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

(b) *Notice of award.* A written notice of award or acceptance of an 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.

(End of provision)