SOLICITATION, OFFER, AND AWARD

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

RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	W900KK26RA017	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		

7. ISSUED BY CODE W900KK

W6QK ACC-ORLANDO
12211 SCIENCE DR, ORLANDO FL 32826-3224
ORLANDO, FL 32826-3224
UNITED STATES
JOSHUA BROWN, EMAIL: JOSHUA.G.BROWN30.CIV@ARMY.MIL TELEPHONE: 1 520-714-5609

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

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 09:00 AM *(Hour)* local time 27 JUL 2026 *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	JOSHUA BROWN	520	714-5609		JOSHUA.G.BROWN30.CIV@ARMY.MIL

11. TABLE OF CONTENTS

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OFFER *(Must be fully completed by offeror)*

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

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

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

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

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

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

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

AWARD *(To be completed by Government)*

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

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

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

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

25. PAYMENT WILL BE MADE BY — CODE

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

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 12/2022)
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

Created On:
27 Jun 2026, 08:24 AM Central Daylight Time

Section A - Solicitation/Contract Form

Instrument Name: Medical Simulation Training Center (MSTC) Instructor Operator Support Services (MIOSS)

Product Service Code : U009

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Base Period: Monthly Operational Support Services The Contractor shall provide the services in accordance with the MSTC MIOSS Performance Work Statement dated 6-18-2026, Version 2. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	7	Months		
0002	Travel - Base Period: The Government shall reimburse the Contractor for allowable travel expenses incurred during the performance of this contract, provided such travel is directly authorized and directed by the Government. All travel costs must be allowable in accordance with the Revolutionary FAR Overhaul (RFO) Subsection 31.205-46 ("Travel Costs") and shall be governed by the Federal Travel Regulations (FTR), as prescribed by the General Services Administration (GSA) and by the Joint Travel Regulations (JTR). Product Service Code: U009 Pricing Arrangement: Cost No Fee	1	Lot		
0003	Base Period: Surge Support if Required The Contractor shall provide surge support if requested in accordance with the MSTC MIOSS Performance Work Statement. Product Service Code: U009	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
0004	Base Period: Contract Data Requirements List (CDRLs). The Contractor shall furnish the necessary CDRLs. CDRLs are not separately priced. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	1	Lot		
0005	Base Period: Service Contract Reporting Requirement (SCCR). Not Separately Priced. The Contractor shall perform Service Contract Reporting. The Contractor shall report, IAW FAR Clause 52.204-14, annually by 31 October, for services performed under this contract during the preceding Government fiscal year (1 October - 30 September). Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 1001	Option: Monthly Operational Support Services The Contractor shall provide the services in accordance with the Medical Simulation Training Center (MSTC) Instructor/Operator Support Services (MIOSS) Performance Work Statement. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1002	Travel Option: The Government shall reimburse the Contractor for allowable travel expenses incurred during the performance of this contract, provided such travel is directly authorized and	1	Lot		

	directed by the Government. All travel costs must be allowable in accordance with the Revolutionary FAR Overhaul (RFO) Subsection 31.205-46 ("Travel Costs") and shall be governed by the Federal Travel Regulations (FTR), as prescribed by the General Services Administration (GSA) and by the Joint Travel Regulations (JTR). Product Service Code: U009 Pricing Arrangement: Cost No Fee				
Option Line Item 1003	Option: Surge Support if Required The Contractor shall provide surge support if requested in accordance with the MSTC MIOSS Performance Work Statement. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 1004	Option: Contract Data Requirements List (CDRLs). The Contractor shall furnish the necessary CDRLs. CDRLs are not separately priced. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 1005	Option: Service Contract Reporting Requirement (SCCR). Not Separately Priced. The Contractor shall perform Service Contract Reporting. The Contractor shall report, IAW FAR Clause 52.204-14, annually by 31 October, for services performed under this contract during the preceding Government fiscal year (1 October - 30 September). Product Service Code: U009	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 2001	Option: Monthly Operational Support Services The Contractor shall provide the services in accordance with the Medical Simulation Training Center (MSTC) Instructor/Operator Support Services (MIOSS) Performance Work Statement. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2002	Travel Option: The Government shall reimburse the Contractor for allowable travel expenses incurred during the performance of this contract, provided such travel is directly authorized and directed by the Government. All travel costs must be allowable in accordance with the Revolutionary FAR Overhaul (RFO) Subsection 31.205-46 ("Travel Costs") and shall be governed by the Federal Travel Regulations (FTR), as prescribed by the General Services Administration (GSA) and by the Joint Travel Regulations (JTR). Product Service Code: U009 Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 2003	Option: Surge Support if Required The Contractor shall provide surge support if requested in accordance with the MSTC MIOSS Performance Work Statement. Product Service Code: U009 Pricing Arrangement: Cost No Fee	1	Lot		
2004	Option: Contract Data Requirements List (CDRLs). The Contractor shall	1	Lot		

	furnish the necessary CDRLs. CDRLs are not separately priced. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2005	Option: Service Contract Reporting Requirement (SCCR). Not Separately Priced. The Contractor shall perform Service Contract Reporting. The Contractor shall report, IAW FAR Clause 52.204-14, annually by 31 October, for services performed under this contract during the preceding Government fiscal year (1 October - 30 September). Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3001	Option: Monthly Operational Support Services The Contractor shall provide the services in accordance with the Medical Simulation Training Center (MSTC) Instructor/Operator Support Services (MIOSS) Performance Work Statement. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3002	Travel Option: The Government shall reimburse the Contractor for allowable travel expenses incurred during the performance of this contract, provided such travel is directly authorized and directed by the Government. All travel costs must be allowable in accordance with the Revolutionary FAR Overhaul (RFO) Subsection 31.205-46 ("Travel Costs") and shall be governed by the Federal Travel Regulations (FTR), as	1	Lot		

	prescribed by the General Services Administration (GSA) and by the Joint Travel Regulations (JTR). Product Service Code: U009 Pricing Arrangement: Cost No Fee				
Option Line Item 3003	Option: Surge Support if Required The Contractor shall provide surge support if requested in accordance with the MSTC MIOSS Performance Work Statement. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3004	Option: Contract Data Requirements List (CDRLs). The Contractor shall furnish the necessary CDRLs. CDRLs are not separately priced. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3005	Option: Service Contracting Reporting Requirement (SCCR). Not Separately Priced. The Contractor shall perform Service Contract Reporting. The Contractor shall report, IAW FAR Clause 52.204-14, annually by 31 October, for services performed under this contract during the preceding Government fiscal year (1 October - 30 September). Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4001	Option: Monthly Operational Support Services The Contractor shall provide the services in accordance with the Medical Simulation Training Center	12	Months		

	(MSTC) Instructor/Operator Support Services (MIOSS) Performance Work Statement. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price				
Option Line Item 4002	Option: The Government shall reimburse the Contractor for allowable travel expenses incurred during the performance of this contract, provided such travel is directly authorized and directed by the Government. All travel costs must be allowable in accordance with the Revolutionary FAR Overhaul (RFO) Subsection 31.205-46 ("Travel Costs") and shall be governed by the Federal Travel Regulations (FTR), as prescribed by the General Services Administration (GSA) and by the Joint Travel Regulations (JTR). Product Service Code: U009 Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 4003	Option: Surge Support if Required The Contractor shall provide surge support if requested in accordance with the MSTC MIOSS Performance Work Statement. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4004	Option: Contract Data Requirements List (CDRLs). The Contractor shall furnish the necessary CDRLs. CDRLs are not separately priced. Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	1	Lot		

Option Line Item 4005	Option: Service Contract Reporting Requirement (SCCR). Not Separately Priced. The Contractor shall perform Service Contract Reporting. The Contractor shall report, IAW FAR Clause 52.204-14, annually by 31 October, for services performed under this contract during the preceding Government fiscal year (1 October - 30 September). Product Service Code: U009 Pricing Arrangement: Firm Fixed Price	1	Lot		

Section C - Description/Specifications/Statement of Work

This Request For Proposal (RFP) provides a Final Copy of the Performance Work Statement (PWS) (Sections L and M) to all of the participating Offerors.

1) The contractor shall furnish the necessary resources required to perform the work described in the PWS and all associated attachments referenced in Section J.

2) 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 or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" Clause of this contract.

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The only Contracting Officers whom are authorized on this order are those who are within warrant limit and warranted under U.S. ARMY Contracting Command (ACC/APG - Orlando).

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-4	Inspection of Services-Fixed-Price.	1996-08		
52.246-5	Inspection of Services-Cost-Reimbursement.	1984-04		

Section F - Deliveries or Performance

0001	**Quantity** 7 Months **Address and POC** **Period of Performance** From 01 Sep 2026 To 31 Mar 2027
0002	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Sep 2026 To 31 Mar 2027
0003	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Sep 2026 To 31 Mar 2027
0004	**Quantity** 1 Lot

	Address and POC **Period of Performance** From 01 Sep 2026 To 31 Mar 2027
0005	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Sep 2026 To 31 Mar 2027
Option Line Item 1001	**Quantity** 12 Months **Address and POC** **Period of Performance** From 01 Apr 2027 To 31 Mar 2028
Option Line Item 1002	**Quantity** 1 Lot **Address and POC**

	Period of Performance From 01 Apr 2027 To 31 Mar 2028
Option Line Item 1003	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2027 To 31 Mar 2028
Option Line Item 1004	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2027 To 31 Mar 2028
Option Line Item 1005	**Quantity** 1 Lot **Address and POC**

	Period of Performance From 01 Apr 2027 To 31 Mar 2028
Option Line Item 2001	**Quantity** 12 Months **Address and POC** **Period of Performance** From 01 Apr 2028 To 31 Mar 2029
Option Line Item 2002	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2028 To 31 Mar 2029
Option Line Item 2003	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2028

	To 31 Mar 2029
2004	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2028 To 31 Mar 2029
Option Line Item 2005	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2028 To 31 Mar 2029
Option Line Item 3001	**Quantity** 12 Months **Address and POC** **Period of Performance** From 01 Apr 2029 To 31 Mar 2030

Option Line Item 3002	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2029 To 31 Mar 2030
Option Line Item 3003	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2029 To 31 Mar 2030
Option Line Item 3004	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2029 To 31 Mar 2030
Option Line Item	**Quantity** 1 Lot **Address and POC**

3005	**Period of Performance** From 01 Apr 2029 To 31 Mar 2030
Option Line Item 4001	**Quantity** 12 Months **Address and POC** **Period of Performance** From 01 Apr 2030 To 31 Mar 2031
Option Line Item 4002	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2030 To 31 Mar 2031
Option Line Item 4003	**Quantity** 1 Lot **Address and POC**

	Period of Performance From 01 Apr 2030 To 31 Mar 2031
Option Line Item 4004	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2030 To 31 Mar 2031
Option Line Item 4005	**Quantity** 1 Lot **Address and POC** **Period of Performance** From 01 Apr 2030 To 31 Mar 2031

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.	1991-12		
252.204-7006	Billing Instructions-Cost Vouchers	2023-05		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.232-7008	Assignment of Claims (Overseas).	1997-06		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

252.232-7006 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.

(i) Combo-Invoice and Receiving Report (supplies) ii. Invoice 2in1 (Services Only)

(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.

(i) Invoice 2-in-1 (Services only)

(ii) Combo-Invoice and Receiving Report (Firm Fixed Services)

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

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

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

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

(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.

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W900KK
Admin DoDAAC**	W900KK
Inspect By DoDAAC	W906ZL
Ship To Code	W906ZL
Ship From Code	W906ZL

Mark For Code	W906ZL
Service Approver (DoDAAC)	W900KK
Service Acceptor (DoDAAC)	W906ZL
Accept at Other DoDAAC	W900KK
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

FINAL ACCEPTANCE and FINAL BILLING

Final Acceptance serves to document the completion and Government acceptance of all work, deliveries, and technical data contracted for under the CLINS. A contract has only one Final Acceptance. The Final Acceptance does not indicate the completion of other actions such as clearing property or billing in full.

Final Billing serves to document the completion of all billing. A contract has only one Final Billing. The Contractor shall end the final WAWF submittal number with a Z and mark Y for "yes" in the corresponding field where it asks if the submittal is the final. The WAWF record used depends on the CLIN type and the WAWF routing table.

Z-Final Combo or 2-in-1 documents final acceptance and final billing at the same time.

Z-Final Stand Alone Receiving Report documents only final acceptance.

Z-Final Stand Alone Invoice documents only final billing.

Z-Final Cost Voucher documents only final billing.

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

NAME	**EMAIL ADDRESS**	**TELEPHONE #**	**TITLE/WAWF ROLE(S)**
Caffee Oderman	caffee.l.oderman.civ@army.mil	520-714-7465	COR/ Inspector & Acceptor (I/A)
Wayne Fagan	wayne.j.fagan.civ@army.mil	(407) 384-3794	Contracting Officer (PCO or ACO)/Acceptor
Joshua Brown	joshua.g.brown30.civ@army.mil	(407) 384-5186	Contract Specialist/Issue By View Only (IBVO)

(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.

NAME	EMAIL ADDRESS	TELEPHONE #	WAWF ROLE
Francis Sierra	francis.d.sierra.civ@army.mil	(520) 714-5522	GAM/Primary
Thomas Bunch	thomas.j.bunch.civ@army.mil	(520) 714-5557	GAM/Alternate

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

(End of clause)

Section H - Special Contract Requirements

H.1 Mandatory Minimum Staffing Baseline and Diminished Value Deductions

H.1.1 General Requirement

The Contractor shall provide and maintain the Mandatory Minimum Staffing Baseline (MMSB) as defined in Performance Work Statement (PWS) Section 3.0.4. The Government and the Contractor agree that the MMSB represents the minimum level of effort required to successfully perform critical services. Because this is a Firm-Fixed-Price (FFP) contract based on continuous staffing, any failure to provide the required MMSB constitutes a diminished value to the Government.

A grace period of two (2) business days is permitted for filling Short-Term Absences as defined in PWS 3.0.8.1.

For any Permanent Vacancy, as defined in PWS 3.0.8.1, deductions will commence on Day 1. The Contractor is required to notify the Government of all vacancies in accordance with Section H.1.2.

Exception: Immediate deductions for permanent vacancies shall not apply during the designated 90-day transition-in period defined in Section L.4.6.

H.1.2 Immediate Vacancy Notification

The Contractor shall notify the Contracting Officer (KO) and the Contracting Officer's Representative (COR) in writing within one (1) business day of any personnel departure, termination, or absence (excluding standard approved PTO if covered by cross-trained personnel as permitted in the PWS) that causes the actual staffing level to fall below the MMSB.

H.1.3 Qualification of Replacements

The Government reserves the right to review the qualifications (e.g., resumes, certifications, and required credentials) of replacement personnel if concerns arise regarding their ability to meet PWS labor category requirements. Should the Government determine that a replacement does not meet the minimum qualifications specified in the PWS, the individual will not be accepted as meeting the baseline requirement. In such cases, the position will then be classified as "Vacant," and applicable deductions will begin until a fully qualified candidate begins performance.

H.1.4 Price Reduction for Diminished Value

In accordance with FAR 52.246-4, Inspection of Services--Fixed-Price, if a position required by the MMSB remains unfilled beyond the allowances of this contract, the Government shall reduce the

fixed monthly invoice price to reflect the reduced value of the services. This reduction is not a penalty, but a commensurate reduction for services not received. The deduction shall be calculated using the following formula:

(Fully Burdened Hourly Rate of the Vacant Position) x (8 hours per day) x (Number of Business Days Vacant)

For a Permanent Vacancy, the deduction shall be calculated starting on the first day of the vacancy.

For a Short-Term Absence, the deduction shall be calculated, starting on the third (3rd) business day the position remains unfilled.

The Fully Burdened Hourly Rates utilized for this calculation shall be strictly derived from the Government Formal Pricing Model (Attachment 0003 and 0003a) incorporated into this contract.

H.1.5 Monthly Staffing Report (MSR) and Invoicing

The Contractor shall submit a Monthly Staffing Report (MSR) in accordance with CDRL A001 DI-MGMT-81928 Contractor's Progress, Status and Management Report (CPSMR) concurrently with their monthly invoice in Wide Area Workflow (WAWF). The MSR shall track the status of all MMSB positions, note any vacancies, and calculate any required deductions.

If a deduction is required pursuant to paragraph H.1.4, the Contractor shall self-apply the deduction by reducing the total billed amount on their WAWF invoice. Failure to submit an accurate MSR, or failure to apply the required deduction credit, shall result in the rejection of the invoice. The Contracting Officer retains the authority to issue a unilateral modification to decrement the contract value if the Contractor fails to properly apply the deduction. See attachment 010 (Monthly Invoicing Reconciliation) for an example of report.

H.2 Binding Labor Rate Bands (Base and Ceiling Rates)

H.2.1 Establishment of Rate Bands

The Contractor's Minimum (Base) and proposed Maximum (Ceiling) Fully Burdened Labor Rates for all required labor categories are formally incorporated into this contract as Government Formal Pricing Model Attachment 003. The Contractor is bound by these rate bands for the duration of the contract, including all option periods.

H.2.2 Application for Contract Modifications

In the event the Government requires an equitable adjustment, a bilateral modification to alter the MMSB, or the execution of optional surge support, the Contractor's pricing proposal for the modification shall utilize a rate that falls within the established Base and Ceiling band. The Government shall not pay a higher rate than the established Ceiling Rate for any labor category.

H.2.3 Subcontractor Flow-Down

The Base and Ceiling rates established in the Informational Pricing Matrix are binding at the prime contract level. The Government shall not adjust the Ceiling Rates or increase the FFP monthly price to accommodate subcontractor rates that exceed the prime Contractor's established rate bands.

H.2.4 Overtime and Additional Hours

This is a Firm-Fixed-Price contract. The Government shall not pay for hours worked in excess of the standard monthly fixed price to compensate for vacant positions. The Fully Burdened Hourly Rates provided in the Government Formal Pricing Model are utilized strictly for the calculation of diminished value deductions, modifications, and surge pricing, and do not constitute an agreement to pay for excess hours worked.

H.2.5 Exemptions for Sovereign and Statutory Actions

The established 105% (CONUS) and 110% (OCONUS) ceiling rates in Attachment 003 (Government Formal Pricing Model) do not apply to mandatory cost increases resulting directly from sovereign or statutory Government actions. Specifically, the following are exempt from the ceiling caps:

Adjustments required by newly issued, standard Department of Labor (DOL) Wage Determinations (in accordance with FAR 52.222-43).

Actual, substantiated premium increases for mandatory Defense Base Act (DBA) insurance (in accordance with FAR 52.228-3).

Note: Contractor-negotiated Collective Bargaining Agreements (CBAs) and voluntary indirect rate increases are not sovereign actions and remain strictly subject to the contractually binding ceiling rates.

H.3 INCORPORATION OF THE CONTRACTOR'S TECHNICALPROPOSAL

The Contractor's Technical Proposal Number [ ], dated [ ], (To be completed at Contract Award) and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8,"Order of Precedence", the Contractor's technical proposal shall be considered a "Specification."

*** END OF NARRATIVE ***

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.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.216-11	Cost Contract-No Fee.	1984-04		
52.219-6	Notice of Total Small Business	2026-02		

	Set-Aside. (Deviation 2026-O0038)	
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02

52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.228-3	Workers' Compensation Insurance (Defense Base Act).	2014-07		
52.228-7	Insurance-Liability to Third Persons.	1996-03		
52.232-1	Payments.	1984-04		
52.232-8	Discounts for Prompt Payment.	2002-02		
52.232-11	Extras.	1984-04		
52.232-22	Limitation of Funds. (Deviation 2026-O0038)	2026-02		
52.232-25	Prompt Payment.	2017-01		
52.232-25	Prompt Payment. (Alternate I)	2017-01	Alternate I	2002-02
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02

52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.242-1	Notice of Intent to Disallow Costs.	1984-04		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	2026-02		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038)	2026-02		
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		
52.245-9	Use and Charges.	2012-04		
52.246-4	Inspection of Services-Fixed-Price	1996-08		
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04		

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.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09		
252.225-7041	Correspondence in English.	1997-06		
252.225-7048	Export-Controlled Items.	2013-06		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.232-7010	Levies on Contract Payments.	2006-12		

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01
252.243-7001	Pricing of Contract Modifications.	1991-12
252.245-7003	Contractor Property Management System Administration	2025-01
252.245-7005	Management and Reporting of Government Property.	2024-01
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-1	Qualification Requirements. (Deviation 2026-O0038)	2026-02		

Qualification Requirements (Feb 2026) (Deviation 2026-O0038)

(a) Definition. As used in this clause-

Qualification requirement means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product,

manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) ____

(Address) ____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name ____

Manufacturer's Name____

Source's Name ____

Item Name ____

Service Identification ____

Test Number ____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement

but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract will not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

52.217-8	Option to Extend Services.	1999-11

Option to Extend Services (Nov 1999)

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

(End of clause)

52.217-9	Option to Extend the Term of the Contract.	2000-03

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 55 months.

(End of clause)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	**Small business concern (yes/no)**
541990____	____
____	____
____	____

52.222-42	Statement of Equivalent Rates for Federal Hires.	2014-05

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

Employee Class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

52.252-2 Clauses Incorporated by Reference. 1998-02

Clauses Incorporated By Reference (Feb 1998)

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

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

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 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7007	Limitation of Government's Obligation.	2014-04		

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) _TBD___is/are incrementally funded. For this/these item(s), the sum of $ _TBD___of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of

anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	$ ____
(month) (day), (year) ____	$ ____
(month) (day), (year) ____	$ ____
(month) (day), (year) ____	$ ____

(End of clause)

Section J - List of Attachments

Number	Name	Dated	#Pages
001	Performance Work Statement (PWS)	6-18-26	26
002	Quality Assurance Surveillance Plan (QASP)	6-18-26	35
003	Government Formal Pricing Model (GFPM-Prime)	6-25-26	26
003a	Government Formal Pricing Model (GFPM-Subs)	6-25-26	18
004	Contract Data Requirements List (CDRL)	5-19-26	4
005	Section L	6-25-26	18
006	Section M	6-25-26	9
007	List of Collective Bargaining Agreement	Various	1
008	Informational Pricing Matrix	6-26-26	1

009	Monthly Invoicing Reconciliation	6-26-26	1
010	Answers to the Draft RFP	6-26-26	1

*** END OF NARRATIVE ***

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.219-7000	Advancing Small Business Growth.	2023-06		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

(2)

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

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

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment	2021-05		

or Services-Representation.

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

See Attachment # 005 for Section L.

*** END OF NARRATIVE ***

FAR Provisions 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.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.204-7	Order of Precedence-Uniform Contract Format	2026-02		

DFARS Provisions 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.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02		

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a Firm Fixed Price, Mandatory Minimum Staffing Baseline (MMSB), Type "C" single award contract resulting from this solicitation.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02		

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11		

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 Federal Acquisition Regulation (48 CFR Chapter 1) 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

See Attachment # 006 for Section M.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		