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	PAGE 1 OF 81

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	FA830726RB033 (FMS Requirement)	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		

7. ISSUED BY	CODE FA8307	8. ADDRESS OFFER TO *(If other than Item 7)*
FA8307 AFLCMC HNCK C3IN CP 210 977 2497, 230 HALL BLVD STE 114 SAN ANTONIO, TX 78243-7007 UNITED STATES KRISTON MINOR, Email: kriston.minor@us.af.mil Telephone: 3804587028 JOANN DAVIS, Email: joann.davis.1@us.af.mil Telephone: 210-316-9752		

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

SOLICITATION

9. Sealed offers in original and 1 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 10:00 AM local time 29 Jun 2026 . 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
	KRISTON MINOR	(380) 458-7028	kriston.minor@us.af.mil

11. TABLE OF CONTENTS

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☒	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	9	☒	J	LIST OF ATTACHMENTS	50
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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

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.

COMPUTER GENERATED
Previous edition is NOT usable

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

Created On:
29 May 2026, 13:01 PM Central Daylight Time

Section A - Solicitation/Contract Form

Communication Managerial Security Support Services - Colombia (CO-D-GAK) (2026-2031)

This is a non-personal service contract for COMSEC custodians supporting Colombia (FMS case CO-D-GAK). Includes housing, utilities, travel, mobilization/demobilization of personnel, and ODCs associated/outlined the Performance Work Statement (PWS).
NAICS: 541513
Size Standard: USD 37,000,000.00 Annual receipts

Small Business Type: Small Business
Set Aside Percent: 100

Product Service Code: R426

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Communications Security Support Services.				
	Additional Descriptive Data: Communications Security Support. The contractor shall provide Communications Security (COMSEC) Support Services (Primary and Alternate Custodians) for Colombia in accordance with Section J, Attachment 1 - Performance Work Statement (PWS) for the Colombian Joint Staff.				
0001AA	Primary COMSEC Custodian Services. Program Year 1: 01 Aug 2026 through 31 Jul 2027 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0001AB	Alternate COMSEC Custodian Services. Program Year 1: 01 Aug 2026 through 31 Jul 2027 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0001AC	Primary COMSEC Custodian Services. Program Year 2: 01 Aug 2027 through 31 Jul 2028 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0001AD	Alternate COMSEC Custodian Services. Program Year 2: 01 Aug 2027 through 31 Jul 2028 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0001AE	Primary COMSEC Custodian Services. Program Year 3: 01 Aug 2028 through 31 Jul 2029 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		

0001AF	Alternate COMSEC Custodian Services. Program Year 3: 01 Aug 2028 through 31 Jul 2029 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0001AG	Primary COMSEC Custodian Services. Program Year 4: 01 Aug 2029 through 31 Jul 2030 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0001AH	Alternate COMSEC Custodian Services. Program Year 4: 01 Aug 2029 through 31 Jul 2030 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0001AJ	Primary COMSEC Custodian Services. Program Year 5: 01 Aug 2030 through 31 Jul 2031 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0001AK	Alternate COMSEC Custodian Services. Program Year 5: 01 Aug 2030 through 31 Jul 2031 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0002	Rental / Lease of Lodging & Utilities				
	Additional Descriptive Data: This CLIN recognizes Contractor costs for Rental/Lease of Lodging and basic living expenses, i.e., phones, internet, utilities, etc. for COMSEC Managers associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Colombia. Payment of Rental/Lease of Lodging is authorized in advance by FAR 32.404(a)(1).				
	Living Quarter Allowance (LQA) for Custodians Program Year 1: 01 Aug 2026 through 31 Jul 2027				

0002AA	This is a Not to Exceed (NTE) monthly allowance Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Cost No Fee	12	Months	Not to Exceed	
0002AB	Living Quarter Allowance (LQA) for Custodians Program Year 2: 01 Aug 2027 through 31 Jul 2028 This is a Not to Exceed (NTE) monthly allowance Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Cost No Fee	12	Months	Not to Exceed	
0002AC	Living Quarter Allowance (LQA) for Custodians Program Year 3: 01 Aug 2028 through 31 Jul 2029 This is a Not to Exceed (NTE) monthly allowance Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Cost No Fee	12	Months	Not to Exceed	
0002AD	Living Quarter Allowance (LQA) for Custodians Program Year 4: 01 Aug 2029 through 31 Jul 2030 This is a Not to Exceed (NTE) monthly allowance Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Cost No Fee	12	Months	Not to Exceed	
0002AE	Living Quarter Allowance (LQA) for Custodians Program Year 5: 01 Aug 2030 through 31 Jul 2031 This is a Not to Exceed (NTE) monthly allowance Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Cost No Fee	12	Months	Not to Exceed	
	Mobilization and Demobilization Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Cost No Fee	1	Lot	Not to Exceed	

0003

Additional Descriptive Data:

This CLIN recognize contractor cost for Mobilization & Demobilization of personnel associated with the performance of this contact in accordance with the Performance Work Statement (PWS)

CLIN 0003 is a Not to Exceed (NTE) line item.

Mobilization Expenses:	$_____.00
Demobilization Expenses:	$_____.00
CLIN 0003 Total Amount:	$_____.00

0004

Travel and Transportation Expenses Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Cost No Fee	1	Lot	Not to Exceed	

Additional Descriptive Data:

This CLIN recognizes contractor cost for Travel and Transportation Expenses associated with the performance of this contact in accordance with Section J, Attachment 1, Performance Work Statement (PWS), for the Communications Security (COMSEC) Program of Colombia

CLIN 0004 is Not to Exceed (NTE) line item.

(Est.) Program Year 1: (01 Aug 2026 - 31 Jul 2027)	$_____.00
(Est.) Program Year 2: (01 Aug 2027 - 31 Jul 2028)	$_____.00
(Est.) Program Year 3: (01 Aug 2028 - 31 Jul 2029)	$_____.00
(Est.) Program Year 4: (01 Aug 2029 - 31 Jul 2030)	$_____.00
(Est.) Program Year 5: (01 Aug 2030 - 31 Jul 2031)	$_____.00
CLIN 0004 Total Amount:	$_____.00

0005

Other Direct Costs Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Cost No Fee	1	Lot	Not to Exceed	

Additional Descriptive Data:

This CLIN recognizes Contractor's Other Direct Cost not related to travel associated with the performance of this requirement in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Colombian Joint Staff.

CLIN 0005 is Not to Exceed (NTE) line item.

(Est.) Program Year 1: (01 Aug 2026 - 31 Jul 2027)	$_____.00

(Est.) Program Year 2: (01 Aug 2027 - 31 Jul 2028)	$_____.00
(Est.) Program Year 3: (01 Aug 2028 - 31 Jul 2029)	$_____.00
(Est.) Program Year 4: (01 Aug 2029 - 31 Jul 2030)	$_____.00
(Est.) Program Year 5: (01 Aug 2030 - 31 Jul 2031)	$_____.00
CLIN 0005 Total Amount:	$_____.00

0006	Home Office & In-Country Support				
	Additional Descriptive Data: The Contractor shall provide Communications Security (COMSEC) Project Manager for Colombia, in accordance with Section J, Attachment 1, Performance Work Statement (PWS), for the COMSEC Program for the Government of Colombia				
0006AA	Home Office & In-Country Support Services Program Year 1: 01 Aug 2026 through 31 July 2027 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0006AB	Home Office & In-Country Support Services Program Year 2: 01 Aug 2027 through 31 July 2028 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0006AC	Home Office & In-Country Support Services Program Year 3: 01 Aug 2028 through 31 July 2029 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0006AD	Home Office & In-Country Support Services Program Year 4: 01 Aug 2029 through 31 July 2030 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
	Home Office & In-Country Support				

0006AE	Services Program Year 5: 01 Aug 2030 through 31 July 2031 Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0007	Data / End of Month Performance Report Product Service Code: R426 CLIN only - Foreign Military Sales Case Number: CO-D-GAK Signal Code: 000 Weapon System Code: 000 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Lot	Not Separately Priced	
	Additional Descriptive Data: The Contractor shall provide an end of the month performance report throughout the life of the contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) and Exhibit A, Contract Data Requirements List (CDRL), which outlines any activity, findings, corrective actions, and status of progress. CLIN 0007 is a Not Separately Priced (NSP) line item.				

Section C - Description/Specifications/Statement of Work

Requirements

This is a non-personal service contract for Communication Security (COMSEC) custodians in support of the Colombian Joint Staff through FMS case CO-D-GAK to include Housing and Utilities, Travel Costs for in- country support, Mobilization/Demobilization of personnel, and Other Direct Costs associated with the performance of the requirements outlined in the Performance Work Statement (PWS).

Section D - Packaging and Marking

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	Aug 1996		
52.246-3	Inspection of Supplies-Cost-Reimbursement.	May 2001		
52.246-4	Inspection of Services-Fixed-Price.	Aug 1996		
52.246-5	Inspection of Services-Cost-Reimbursement.	Apr 1984		
52.246-15	Certificate of Conformance.	Apr 1984		

Overall Contract Inspection/Acceptance Locations

0001AA	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0001AB	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
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0001AD	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0001AE	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0001AF	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones

	Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
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0001AK	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of Contractor's invoice by AFLCMC/HNCCPF through

	WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0002AA	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance will be accomplished after receipt of the contractor's lease payment and Contractor's certification of invoice in WAWF. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
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	Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0002AD	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance will be accomplished after receipt of the contractor's lease payment and Contractor's certification of invoice in WAWF. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0002AE	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance will be accomplished after receipt of the contractor's lease payment and Contractor's certification of invoice in WAWF. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0003	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance will be accomplished upon completion of services. The contractor is required to upload actual invoices and statements and Contracting Officer's Travel Pre-approval estimate as part of the contractor's certification of invoice through WAWF. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0004	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance will be accomplished upon completion of services. The contractor is required to upload actual invoices and statements and Contracting Officer's Travel Pre-

	approval estimate as part of the contractor's certification of invoice through WAWF. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0005	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for acceptance/inspection criteria. Acceptance will be accomplished upon completion of services. The contractor is required to upload actual invoices and statements and Contracting Officer's Expense Pre-approval estimate as part of the contractor's certification of invoice through WAWF. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones@us.af.mil Telephone: 2109251797
0006AA	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0006AB	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC

	AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0006AC	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0006AD	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0006AE	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0007	Inspection and Acceptance Location

	Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. Contractor format of the performance report is acceptable. Submission of the monthly performance report shall be within five (5) calendar days after the completion of the month being reported. One copy each of the performance report (via email) shall be provided to AFLCMC/HNCCPF and AFLCMC/HNCK. Alternate POC Name: Roger Batten Alternate POC Email: roger.batten@us.af.mil Alternate POC Phone Number: 2109252650 DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797

Section F - Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001AA	Period of Performance From 01 Aug 2026 To 31 Jul 2027	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0001AB	Period of Performance From 01 Aug 2026 To 31 Jul 2027	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0001AC	Period of Performance From 01 Aug 2027 To 31 Jul 2028	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0001AD	Period of Performance From 01 Aug 2027	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797

	To 31 Jul 2028		
0001AE	Period of Performance From 01 Aug 2028 To 31 Jul 2029	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0001AF	Period of Performance From 01 Aug 2028 To 31 Jul 2029	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0001AG	Period of Performance From 01 Aug 2029 To 31 Jul 2030	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0001AH	Period of Performance From 01 Aug 2029 To 31 Jul 2030	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
		12 Months	Place of Performance DoDAAC: F2MTN7

0001AJ	Period of Performance From 01 Aug 2030 To 31 Jul 2031		CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0001AK	Period of Performance From 01 Aug 2030 To 31 Jul 2031	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0002AA	Period of Performance From 01 Aug 2026 To 31 Jul 2027	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0002AB	Period of Performance From 01 Aug 2027 To 31 Jul 2028	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
		12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES

0002AC	Period of Performance From 01 Aug 2028 To 31 Jul 2029		Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0002AD	Period of Performance From 01 Aug 2029 To 31 Jul 2030	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0002AE	Period of Performance From 01 Aug 2030 To 31 Jul 2031	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0003	Period of Performance From 01 Aug 2026 To 31 Jul 2031	1 Lot	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0004	Period of Performance	1 Lot	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797

	From 01 Aug 2026 To 31 Jul 2031		
0005	Period of Performance From 01 Aug 2026 To 31 Jul 2031	1 Lot	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0006AA	Period of Performance From 01 Aug 2026 To 31 Jul 2027	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0006AB	Period of Performance From 01 Aug 2027 To 31 Jul 2028	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0006AC	Period of Performance From 01 Aug 2028 To 31 Jul 2029	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797

0006AD	Period of Performance From 01 Aug 2029 To 31 Jul 2030	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0006AE	Period of Performance From 01 Aug 2030 To 31 Jul 2031	12 Months	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797
0007	Period of Performance From 01 Aug 2026 To 31 Jul 2031	1 Lot	Place of Performance DoDAAC: F2MTN7 CountryCode: USA F2MTN7 AFLCMC HNC AF BPN NO MLSBLS PROC CP2109255312, 230 HALL BLVD SAN ANTONIO, TX 78243-7007 UNITED STATES Jamaal Jones Email: jamaal.jones.7@us.af.mil Telephone: 2109251797

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		
52.242-15	Stop-Work Order. (Alternate I)	Aug 1989	Alternate I	Apr 1984
52.242-17	Government Delay of Work.	Apr 1984		
52.247-34	F.o.b. Destination.	Jan 1991		

Section G - Contract Administration Data

Payment Instructions - The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the instructions posted at https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions.

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor Invoices shall be prepared in accordance with Wide Area Work Flow (WAWF) Instructions in DFARS 252.232-7006. Acceptance of services (per month) will be accomplished after receipt of contractor's monthly report and the certification of the contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

All travel requests must be approved by the Contracting Officer prior to incurring any costs and shall conform to the guidelines and limitations in accordance with the Joint Travel Regulations (JTR). Upon travel approval, the contractor shall provide all travel invoices supporting travel expenses with the WAWF voucher in order for the Contracting Officer's Representative to approve invoices for Payment.

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.204-7006	Billing Instructions-Cost Vouchers	May 2023		
252.228-7003	Capture and Detention.	Dec 1991		
252.231-7000	Supplemental Cost Principles	Dec 1991		
252.232-7002	Progress Payments for Foreign Military Sales Acquisitions.	May 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card.	May 2018		
252.232-7018	Progress Payments-Multiple Lots.	May 2023		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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.

Invoice 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*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	F87700
Issue By DoDAAC	FA8307
Admin DoDAAC	FA8307
Inspect By DoDAAC	F2MTN7
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	F2MTN7
Service Acceptor (DoDAAC)	F2MTN7
Accept at Other DoDAAC	N/A

LPO DoDAAC	F2MTN7
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.

(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.

WAWF Helpdesk; 866-618-5988

Jamaal Jones: jamaal.jones.7@us.af.mil

Roger Batten: roger.batten@us.af.mil

(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
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-16	Preventing Personal Conflicts of Interest.	Jun 2020		
52.203-17	Contractor Employee Whistleblower Rights.	Nov 2023		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-12	Unique Entity Identifier Maintenance.	Oct 2016		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-14	Service Contract Reporting Requirements. (Deviation 2026-O0038)	Feb 2026		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.210-1	Market Research. (Deviation 2026-O0038)	Feb 2026		
52.211-15	Defense Priority and Allocation Requirements.	Apr 2008		
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	Feb 2026		
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	Feb 2026		
52.215-23	Limitations on Pass-Through Charges. (Deviation 2026-O0038)	Feb 2026		
52.216-11	Cost Contract-No Fee.	Apr 1984		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038)	Feb 2026		
52.222-1	Notice to the Government of Labor Disputes. (Deviation 2026-O0038)	Feb 2026		
52.222-21	Prohibition of Segregated Facilities.	Apr 2015		
52.222-26	Equal Opportunity.	Sep 2016		
52.222-29	Notification of Visa Denial.	Apr 2015		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0038)	Apr 2026		
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038)	Feb 2026		
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act. (Deviation 2026-O0038)	Feb 2026		
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.225-14	Inconsistency between English Version and Translation of Contract.	Feb 2000		
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations. (Deviation 2026-O0038)	Feb 2026		
52.228-7	Insurance-Liability to Third Persons.	Mar 1996		
52.229-6	Taxes-Foreign Fixed-Price Contracts.	Feb 2013		
52.232-1	Payments.	Apr 1984		
52.232-2	Payments under Fixed-Price Research and Development Contracts.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-18	Availability of Funds.	Apr 1984		
52.232-20	Limitation of Cost. (Deviation 2026-O0038)	Feb 2026		
52.232-23	Assignment of Claims.	May 2014		
52.232-25	Prompt Payment.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes. (Deviation 2026-O0038)	Feb 2026		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.242-1	Notice of Intent to Disallow Costs.	Apr 1984		

52.242-3	Penalties for Unallowable Costs. (Deviation 2026-O0038)	Feb 2026
52.242-13	Bankruptcy.	Jul 1995
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038)	Feb 2026
52.244-5	Competition in Subcontracting.	Aug 2024
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026
52.245-1	Government Property.	Sep 2021
52.245-9	Use and Charges.	Apr 2012
52.246-25	Limitation of Liability-Services.	Feb 1997
52.246-26	Reporting Nonconforming Items.	Aug 2024
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements).	Apr 2012
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	Apr 1984
52.249-6	Termination (Cost-Reimbursement).	May 2004
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984
52.249-14	Excusable Delays.	Apr 1984
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	Feb 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		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced.	Apr 2020		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	Jan 2023		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7023	Reporting Requirements for Contracted Services.	Jul 2021		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding.	Dec 2022		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7005	Identification of Expenditures in the United States .	Jun 2005		
252.225-7008	Restriction on Acquisition of Specialty Metals.	Mar 2013		
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7017	Photovoltaic Devices.	Mar 2024		
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.	Aug 2025		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	May 2024		
252.225-7975	Additional Access to Contractor and Subcontractor Records. (DEVIATION 2024-O0003)	Dec 2023	Deviation 2024-O0003	Dec 2023
252.225-7993	Prohibition on Providing Funds to the Enemy. (DEVIATION 2024-O0003)	Dec 2023	Deviation 2024-O0003	Dec 2023
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004)	Sep 2017	Deviation 2017-O0004	Sep 2017
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	May 2013		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.235-7004	Protection of Human Subjects.	Jul 2009		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.239-7018	Supply Chain Risk.	Dec 2022		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	Feb 2026	Deviation 2026-O0025	Feb 2026
252.242-7004	Material Management and Accounting System.	Jan 2025		
252.242-7006	Accounting System Administration.	Jan 2025		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.244-7001	Contractor Purchasing System Administration.	Jan 2025		
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.246-7003	Notification of Potential Safety Issues.	Jan 2023		
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		
252.247-7028	Application for U.S. Government Shipping Documentation/ Instructions.	Jun 2012		

FAR Clauses Incorporated by Full Text

52.216-7 Allowable Cost and Payment. (Deviation 2026-O0038) (Feb 2026)

Allowable Cost and Payment (Feb 2026) (Deviation 2026-O0038)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the ____ day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns*. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.217-8 Option to Extend Services. (Nov 1999)

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 12 (months).

(End of clause)

52.222-2 Payment for Overtime Premiums. (Deviation 2026-O0038) (Feb 2026)

Payment for Overtime Premiums (Feb 2026) (Deviation 2026-O0038)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed * N/A or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above must include all estimated overtime for contract completion and must-

(1) Identify the work unit; *e.g.,* department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations.

(End of clause)

52.229-8 Taxes-Foreign Cost-Reimbursement Contracts. (Mar 1990)

Taxes-Foreign Cost-Reimbursement Contracts (Mar 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Colombia, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Colombia, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.242-4 Certification of Final Indirect Costs. (Jan 1997)

Certification of Final Indirect Costs (Jan 1997)

(a) The Contractor shall-

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: ____

Signature: ____

Name of Certifying Official: ____

Title: ____

Date of Execution: ____

(End of clause)

52.243-7 Notification of Changes. (Deviation 2026-O0038) (Feb 2026)

Notification of Changes (Feb 2026) (Deviation 2026-O0038)

(a) *Definitions.*

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has designated by written notice (a copy shall be provided to the Contractor) that shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 days (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 30 days (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) of paragraph (d) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 Subcontracts. (Jun 2020)

Subcontracts (Jun 2020)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

52.247-67 Submission of Transportation Documents for Audit. (Feb 2006)

Submission of Transportation Documents for Audit (Feb 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

N/A

(End of clause)

52.248-1 Value Engineering. (Deviation 2026-O0038) (Feb 2026)

Value Engineering (Feb 2026) (Deviation 2026-O0038)

(a) *General*. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) of this clause.

(b) *Definitions*.

Acquisition savings, as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include-

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

Collateral costs means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contracting office includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Future unit cost reduction, as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either-

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

Instant contract, as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

Instant unit cost reduction means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

Negative instant contract savings means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

Net acquisition savings means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

Sharing base, as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

Unit, as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics;*provided,* that it does not involve a change-

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) *VECP preparation*. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (8) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission*. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates*. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon-

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) of this clause (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

Contractor's Share of Net Acquisition Savings (Figure in Percent)	
	Sharing

	arrangement			
Contract Type	**Incentive (Voluntary)**	**Program Requirement (Mandatory)**		
	Instant Contract Rate	**Concurrent and Future Contract Rate**	**Instant Contract Rate**	**Concurrent and Future Contract Rate**
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	*50	*50	25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	*50	(**)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)	***25	***25	15	15
* The Contracting Office may increase the Contractor's sharing rate to as high as 75 percent for each VECP.				
** Same sharing arrangement as the contract's profit or fee adjustment formula.				
*** The Contracting Office may increase the Contractor's sharing rate to as high as 50 percent for each VECP.				

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see paragraph (i)(4) of this clause). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment*. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall-

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts-add to contract price.

(ii) Cost-reimbursement contracts-add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with paragraph (h)(5) of this clause. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by-

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by-

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see paragraph (h)(3) of this clause) and shall not be subject to subsequent adjustment.

(5) *Alternate no-cost settlement method*. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) *Relationship to other incentives*. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, *provided*, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract TBD, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

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

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acqusition.gov/browse/index/far https://www.acquisition.gov/dfars https://www.acquisition.gov/affars

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: CMMC Level 2 (self) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.209-7010 Critical Safety Items. (Aug 2011)

CRITICAL SAFETY ITEMS (AUG 2011)

(a) *Definitions*.

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

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

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

(iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity" means-

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

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

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

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

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

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

N/A

N/A

N/A

N/A

(c) *Heightened quality assurance surveillance*. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

252.217-7000 Exercise of Option to Fulfill Foreign Military Sales Commitments (Nov 2014)

EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS-BASIC (NOV 2014)

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) The foreign military sales commitments are for:

(Colombia)		(0001, 0002, 0003, 0004, 0005, 0006, 0007)

(End of clause)

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. (Apr 2003)

RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES

(APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to-

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of Colombia, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per foreign military sale case.

(End of clause)

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States. (Jun 2015)

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) *Definition*. " United States ," as used in this clause, means, the 50 States, the District of Columbia , and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from DoD Instruction 2000.16 - DoD Antiterrorism (AT) Standards; https://www.acq.osd.mil/ncbdp/nm/pseag/news-references/references/DoDI_2000.16.html

(End of clause)

252.225-7047 Exports by Approved Community Members in Performance of the Contract. (Jun 2013)

EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (JUNE 2013)

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

"Approved Community" means the U.S. Government, U.S. entities that are registered and eligible exporters, and certain government and industry facilities in Australia or the United Kingdom that are approved and listed by the U.S. Government.

"Australia Community member" means an Australian government authority or nongovernmental entity or facility on the Australia Community list accessible at http://pmddtc.state.gov/treaties/index.html.

"Defense articles" means articles, services, and related technical data, including software, in tangible or intangible form, listed on the United States Munitions List of the International Traffic in Arms Regulations (ITAR), as modified or amended.

"Defense Trade Cooperation (DTC) Treaty" means-

(1) The Treaty Between the Government of the United States of America and the government of the United Kingdom of Great Britain and Northern Ireland concerning Defense Trade Cooperation, signed at Washington and London on June 21 and 26, 2007; or

(2) The Treaty Between the Government of the United States of America and the Government of Australia Concerning Defense Trade Cooperation, signed at Sydney on September 5, 2007.

"Export" means the initial movement of defense articles from the United States Community to the United Kingdom Community and the Australia Community.

"Implementing Arrangement" means-

(1) The Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland Concerning Defense Trade Cooperation, signed on February 14, 2008; or

(2) The Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the Government of Australia Concerning Defense Trade Cooperation, signed on March 14, 2008.

"Qualifying defense articles" means defense articles that are not exempt from the scope of the DTC Treaties as defined in 22 CFR 126.16(g) and 22 CFR 126.17(g).

"Transfer" means the movement of previously exported defense articles within the Approved Community.

"United Kingdom Community member" means a United Kingdom government authority or nongovernmental entity or facility on the United Kingdom Community list accessible at http://pmddtc.state.gov.

"United States Community" means-

(1) Departments and agencies of the U.S. Government, including their personnel, with, as appropriate, security accreditation and a need-to-know; and

(2) Nongovernmental U.S. entities registered with the Department of State and eligible to export defense articles under U.S. law and regulation, including their employees, with, as appropriate, security accreditation and a need-to-know.

"U.S. DoD Treaty-eligible requirements" means any defense article acquired by the DoD for use in a combined military or counterterrorism operation, cooperative research, development, production or support program, or DoD end use, as described in Article 3 of the U.S.-U.K. DTC Treaty and sections 2 and 3 of the associated Implementing Arrangement; and Article 3 of the U.S.-Australia DTC Treaty and sections 2 and 3 of the associated Implementing Arrangement.

(b) All contract line items in this contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

___

None

(c) Subject to the other terms and conditions of this contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in performance of the contract.

(d) Any conduct by the Contractor that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and 22 CFR 126.16(g) and 22 CFR 126.17(g) is subject to all applicable ITAR requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR, including, but not limited to, regulations issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives found at 27 C.F.R. Parts 447, 478, and 479, which are unaffected by the DTC Treaties.

(e) If the Contractor is an Approved Community member, the Contractor agrees that-

(1) The Contractor shall comply with the requirements of the DTC Treaties, the Implementing Arrangements, the ITAR, and corresponding regulations of the U.S. Government and the government of Australia or the government of the United Kingdom, as applicable; and

(2) Prior to the export or transfer of a qualifying defense article the Contractor-

(i) Shall mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Shall comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Shall acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re- export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, including any criminal, civil, and administrative penalties or sanctions contained therein.

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract.

(End of clause)

252.237-7023 Continuation of Essential Contractor Services. (Oct 2010)

CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

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

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

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment 1 PWS, Mission-Essential Contractor Services, dated 28 May 2026.

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

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

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

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

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

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

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

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

(End of clause)

Supplemental Clauses Incorporated by Full Text

5352.201-9101 AETC Ombudsman (Jul 2023)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Col(S) Paul W. Tinker, Deputy Director, Acquisition Excellence & Program Execution Directorate, AFLCMC/AQ-AZ, ASCA@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/ MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

5352.204-9000 Notification of Government Security Activity and Visitor Group Security Agreements (Jul 2023)

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the DD Form 254 as to:

(1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;

(2) The contract number and military contracting command;

(3) The highest classification category of defense information to which contractor employees will have access;

(4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;

(5) The date contractor operations will begin on base in the U.S. or in the overseas area;

(6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,

(7) Any changes to information previously provided under this clause.

(End of clause)

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (Jun 2024)

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

(b) For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(End of clause)

5352.223-9001 Health and Safety on Government Installations (Jul 2023)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

5352.242-9001 Common Access Cards (CAC) for Contractor Personnel (Jul 2023)

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.

(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

Section J - List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Attachment 1 - PWS Final Colombia 28May26	Performance Work Statement		28 May 2026	
02	Attachment 2 - DD254_SOLICITATION_FA8307-26-R-B033	Contract Security Classification Specification (DD 254)		04 May 2026	
03	Attachment 3 - Facts Sheet	Facts Sheet		04 May 2026	
04	Attachment 4 - Consent Form	Consent Form		04 May 2026	
05	Attachment 5 - Present_Past Performance Questionnaire	Present Past Performance Questionaire		04 May 2026	
06	Attachment 6 - Transmittal Letter	Transmittal Letter		04 May 2026	
07	Attachment 7 - Question and Answer	Question and Answer		04 May 2026	
08	Attachment 8 - Cross Reference Matrix	Cross Reference Matrix		04 May 2026	
09	Exhibit A - DD 1423-1 CDRL-1	Contract Data Requirements List (CDRL)		30 Jan 2026	
10	Exhibit A - DD 1423-1 CDRL-2	Contract Data Requirements List (CDRL)		04 May 2026	
11	Exhibit A - DD 1423-1 CDRL-3	Contract Data Requirements List (CDRL)		04 May 2026	
12	Exhibit A - DD 1423-1 CDRL-4	Contract Data Requirements List (CDRL)		04 May 2026	
13	Exhibit A - DD 1423-1 CDRL-5	Contract Data Requirements List (CDRL)		04 May 2026	

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-17	Ownership or Control of Offeror.	Aug 2020		
52.204-20	Predecessor of Offeror.	Aug 2020		
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-26	Covered Telecommunications Equipment or Services-Representation.	Oct 2020		

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		
252.219-7000	Advancing Small Business Growth.	Jun 2023		
252.225-7042	Authorization to Perform.	Apr 2003		
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.	Dec 2022		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	Mar 2024	Deviation 2024-O0006	Mar 2024
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024

FAR Clauses Incorporated by Full Text

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

Annual Representations and Certifications (MAR 2025)(DEVIATION 2025-O0003 and 2025-O0004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541513.

(2) The small business size standard is 37M.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

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

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

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) [Reserved]

(xv) [Reserved]

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

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

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

(xix) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause # Title Date Change
_____

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

(End of provision)

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038) (Feb 2026)

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It [ ] is, [ ] is not an inverted domestic corporation; and

(2) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)

Certification Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038) (Feb 2026)

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

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

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

(b) The Offeror represents that-

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

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

(End of provision)

52.209-12 Certification Regarding Tax Matters. (Oct 2025)

Certification Regarding Tax Matters (Oct 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

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

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

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

(b) *Certification*.

(1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering

to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

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

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

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

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

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7007 Alternate A, Annual Representations and Certifications. (Oct 2025) Alternate A (Oct 2025)

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

(i) Paragraph (e) applies.

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

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

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

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

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

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $200,000 or more.

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov*. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
____	____	____	____

____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____

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

(End of provision)

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.225-7010 Commercial Derivative Military Article-Specialty Metals Compliance Certificate. (Jul 2009)

COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)

(a) Definitions. "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

____

____.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of-

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

252.225-7018 Photovoltaic Devices-Certificate. (Mar 2024)

PHOTOVOLTAIC DEVICES-CERTIFICATE (MAR 2024)

(a) Definitions. "Bahraini photovoltaic device," "Caribbean Basin photovoltaic device," "designated country," "designated country photovoltaic device," "domestic photovoltaic device," "foreign photovoltaic device," "Free Trade Agreement country," "Free Trade Agreement photovoltaic device," "Korean photovoltaic device," "least

developed country photovoltaic device," "Moroccan photovoltaic device," "Panamanian photovoltaic device," "Peruvian photovoltaic device," "photovoltaic device," "qualifying country," "qualifying country photovoltaic device," "United States," "U.S.-made photovoltaic device," and "WTO GPA country photovoltaic device" have the meanings given in the Photovoltaic Devices clause of this solicitation.

(b) Restrictions. The following restrictions apply, depending on the estimated aggregate value of photovoltaic devices to be utilized under a resultant contract:

(1) If more than the micro-purchase threshold but less than $174,000, then the Government will not accept an offer specifying the use of other foreign photovoltaic devices in paragraph (d)(2)(ii), (d)(3)(ii), (d)(4)(ii), or (d)(5)(ii) of this provision, unless the Offeror documents to the satisfaction of the Contracting Officer that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.

(2) If $174,000 or more, then the Government will consider only offers that utilize photovoltaic devices that are U.S.-made, qualifying country, or designated country photovoltaic devices.

(c) Country in which a designated country photovoltaic device was wholly manufactured or was substantially transformed. If the estimated value of the photovoltaic devices to be utilized under a resultant contract exceeds $102,280, the Offeror's certification that such photovoltaic device (e.g., solar panel) is a designated country photovoltaic device shall be consistent with country of origin determinations by the U.S. Customs and Border Protection with regard to importation of the same or similar photovoltaic devices into the United States. If the Offeror is uncertain as to what the country of origin would be determined to be by the U.S. Customs and Border Protection, the Offeror shall request a determination from U.S. Customs and Border Protection. (See https://www.cbp.gov/trade/rulings.)

(d) Certification and identification of country of origin.

[The Offeror shall check the block and fill in the blank for one of the following paragraphs, based on the estimated value and the country of origin of photovoltaic devices to be utilized in performance of the contract:]

____ (1) No photovoltaic devices will be utilized in performance of the contract, or such photovoltaic devices have an estimated value that does not exceed the micro-purchase threshold.

(2) If more than the micro-purchase threshold but less than $100,000-

____ (i) The Offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device;

____ (ii) The Offeror certifies that each photovoltaic device to be utilized in performance of the contract is a Canadian photovoltaic device or a qualifying country photovoltaic device [Offeror to specify country of origin____]; or

____ (iii) The foreign (other than Canadian or qualifying country) photovoltaic devices to be utilized in performance of the contract are the product of ____.[Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e. that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(3) If less than $100,000-

____ (i) The Offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device;

____ (ii) The Offeror certifies that each photovoltaic device to be utilized in performance of the contract is a qualifying country photovoltaic device [Offeror to specify country of origin____]; or

____ (iii) The foreign photovoltaic devices to be utilized in performance of the contract are the product of ____.[Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e. that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(4) If $100,000 or more but less than $102,280-

____ (i) The Offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device;

____ (ii) The Offeror certifies that each photovoltaic device to be utilized in performance of the contract is a Free Trade Agreement country photovoltaic device (other than a Bahraini, Korean, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device [Offeror to specify country of origin____]; or

____ (iii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (d)(4)(ii) of this provision) are the product of ____.[Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e. that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(5) If $100,000 or more but less than $174,000-

____ (i) The Offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device;

____ (ii) The Offeror certifies that each photovoltaic device to be utilized in performance of the contract is a Free Trade Agreement country photovoltaic device (other than a Bahraini, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device [Offeror to specify country of origin____]; or

____ (iii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (d)(5)(ii) of this provision) are the product of ____. [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e. that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(6) If $174,000 or more, the Offeror certifies that each photovoltaic device to be used in performance of the contract is-

____ (i) A U.S.-made photovoltaic device; or

____ (ii) A designated country photovoltaic device or a qualifying country photovoltaic device. [Offeror to specify country of origin____.]

(End of provision)

252.225-7046 Exports by Approved Community Members in Response to the Solicitation. (Jun 2013)

EXPORTS BY APPROVED COMMUNITY MEMBERS IN RESPONSE TO THE SOLICITATION (JUNE 2013)

(a) *Definitions*. The definitions of "Approved Community", "defense articles", Defense Trade Cooperation (DTC) Treaty", "export", "Implementing Arrangement", "qualifying defense articles", "transfer", and "U.S. DoD Treaty-eligible requirements" in DFARS clause 252.225-7047 apply to this provision.

(b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

____

None

(c) Approved Community members responding to the solicitation may only export or transfer defense articles that specifically respond to the stated requirements of the solicitation.

(d) Subject to the other terms and conditions of the solicitation and the contemplated contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in preparing a response to this solicitation.

(e) Any conduct by an offeror responding to this solicitation that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and the implementing regulations of the Department of State in 22 CFR 126.16 (Australia), 22 C.F.R. 126.17 (United Kingdom), and 22 C.F.R. 126 Supplement No. 1 (exempted technologies list) is subject to all applicable International Traffic in Arms Regulations (ITAR) requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR.

(f) If the offeror uses the procedures established pursuant to the DTC Treaties, the offeror agrees that, with regard to the export or transfer of a qualifying defense article associated with responding to the solicitation, the offeror shall-

(1) Comply with the requirements and provisions of the applicable DTC Treaties, the Implementing Arrangements, and corresponding regulations (including the ITAR) of the U.S. Government and the government of Australia or of the United Kingdom, as applicable;

(2) Prior to the export or transfer of a qualifying defense article-

(i) Mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re- export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, as applicable, including any criminal, civil, and administrative penalties or sanctions contained therein; and

(g) *Representation*. The offeror shall check one of the following boxes and sign the representation:

The offeror represents that export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation and that such export(s) or transfer(s) complied with the requirements of this provision.

____

Name/Title of Duly Authorized Representative Date

The offeror represents that no export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation.

____

Name/Title of Duly Authorized Representative Date

(h) *Subcontracts*. Flow down the substance of this provision, including this paragraph (h), but excluding the representation at paragraph (g), to any subcontractor at any tier intending to use the DTC Treaties in responding to this solicitation.

(End of provision)

252.225-7049 Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. (Dec 2018)

PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES-REPRESENTATIONS (DEC 2018)

(a) Definitions. As used in this provision-

"Covered foreign country," "foreign entity," "government of a covered foreign country," "launch vehicle," "satellite services," and "state sponsor of terrorism" are defined in the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.225-7051, Prohibition on Acquisition of Certain Commercial Satellite Services.

"Cybersecurity risk" means threats to and vulnerabilities of information or information systems and any related consequences caused by or resulting from unauthorized access, use, disclosure, degradation, disruption, modification, or destruction of such information or information systems, including such related consequences caused by an act of terrorism. (10 U.S.C. 2279)

(b) Prohibition on award. In accordance with 10 U.S.C. 2279, unless an exception is determined to apply in accordance with DFARS 225.772-4, no contract for commercial satellite services may be awarded to-

(1)(i) A foreign entity if the Under Secretary of Defense for Acquisition and Sustainment or the Under Secretary of Defense for Policy reasonably believes that-

(A) The foreign entity is an entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations;

(B) The foreign entity plans to, or is expected to, provide or use launch or other satellite services under the contract from a covered foreign country; or

(C) Entering into such contract would create an unacceptable cybersecurity risk for DoD; or

(ii) An offeror that is offering to provide the commercial satellite services of a foreign entity as described in paragraph (b)(1) of this section; or

(2)(i) Any entity, except as provided in paragraph (b)(2)(ii) of this provision, for a launch that occurs on or after December 31, 2022, if the Under Secretary of Defense for Acquisition and Sustainment or the Under Secretary of Defense for Policy reasonably believes that such satellite service will be provided using satellites that will be-

(A) Designed or manufactured-

(1) In a covered foreign country; or

(2) By an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country; or

(B) Launched outside the United States, using a launch vehicle that is-

(1) Designed or manufactured in a covered foreign country; or

(2) Provided by-

(i) The government of a covered foreign country; or

(ii) An entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country.

(ii) The prohibition in paragraph (b)(2)(i)(B) of this provision does not apply with respect to launch vehicles for which the satellite service provider has a contract or other agreement relating to launch services that, prior to June 10, 2018, was either fully paid for by the satellite service provider or covered by a legally binding commitment of the satellite service provider to pay for such services.

(c) Representations. The Offeror represents that-

(1) It [ ] is, [ ] is not a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations. If affirmative, identify the covered foreign country:____;

(2) It [ ] is, [ ] is not a foreign entity that plans to provide satellite services under the contract from a covered foreign country. If affirmative, identify the covered foreign country:____;

(3) It [ ] is, [ ] is not offering commercial satellite services provided by a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations. If affirmative, identify the foreign entity and the covered foreign country:____;

(4) It [ ] is, [ ] is not offering commercial satellite services provided by a foreign entity that plans to or is expected to provide satellite services under the contract from a covered foreign country. If affirmative, identify the foreign entity and the covered foreign country:____;

(5) It [ ] is, [ ] is not offering commercial satellite services that will use satellites, launched on or after December 31, 2022, that will be designed or manufactured in a covered foreign country. If affirmative, identify the covered foreign country:____;

(6) It [ ] is, [ ] is not offering commercial satellite services that will use satellites, launched on or after December 31, 2022, that will be designed or manufactured by an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country. If affirmative, identify the entity, the covered foreign country, and the relationship of the entity to the government of the covered foreign country:____;

(7) It [ ] is, [ ] is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is designed or manufactured in a covered foreign country. If affirmative, identify the covered foreign country:____;

(8) It [ ] is, [ ] is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is provided by the government of a covered foreign country. If affirmative, identify the covered foreign country:____; and

(9) It [ ] is, [ ] is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is provided by an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country. If affirmative, identify the entity, the covered foreign country, and the relationship of the entity to the government of the covered foreign country:____.

(d) Disclosure. If the Offeror has responded affirmatively to any representation in paragraphs (c)(7) through (c)(9) of this provision, and if such launches are covered in whole or in part by a contract or other agreement relating to launch services that, prior to June 10, 2018, was either fully paid for by the satellite service provider or covered by a legally binding commitment of the satellite service provider to pay for such services, provide the following information:

(1) The entity awarded the contract or other agreement:____.

(2) The date the contract or other agreement was awarded:____.

(3) The period of performance for the contract or other agreement:____.

(e) The representations in paragraph (c) of this provision are a material representation of fact upon which reliance will be placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

INSTRUCTIONS TO OFFERORS

TRADEOFF PROCESS

I. Proposal Format

A. General: The following instructions cover the preparation and submittal of the offeror's proposal for this solicitation. Offerors must follow the instructions contained herein. Offerors are cautioned that any noncompliance with the terms and conditions of the FRP may cause their proposal to be determined unacceptable and therefore not considered eligible for award. Offerors shall submit only one proposal for Colombia Communications Security (COMSEC) Program as the Government will review only one proposal per offeror. Proposals must be received by AFLCLMC/HNCKA, Mr. Kriston Minor, Contract Specialist, at kriston.minor@us.af.mil and Ms. JoAnn Davis, Contracting Officer (CO), at joann.davis.1@us.af.mil no later than the date and time specified in Block 8 on the face page of the RFP.

B. Electronic Offers: Use the Procurement Integrated Enterprise Environment (PIEE) for time-sensitive Offerors are required to submit their proposals through the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module. PIEE is located at https://piee.eb.mil/ and Offerors who do not already have access to the module will need to request access. Offerors should familiarize themselves with the process of uploading proposals into the Solicitation module to ensure proposals are processed through the system correctly. Training on the use of the module, file restrictions, file size limitations, and requesting access is available through the DoD Procurement Toolbox at https://dodprocurementtoolbox.com/site-pages/solicitation-module. Offerors are also encouraged to notify Mr. Kriston Minor, Contract Specialist at kriston.minor@us.af.mil and cc Ms. JoAnn Davis, Contracting Officer, at joann.davis.1@us.af.mil when a submission is made through the Solicitation module.

C. Offerors are ultimately responsible for ensuring their proposal is complete and received by the Contract Specialist and Procurement Contracting Officer according to the date and time proposals are due.

D. The offeror shall use separate files to permit rapid location of all portions, including factors, supplements, exhibits, annexes, and attachments, if any. Each volume shall be on a separate file. If files are compressed, the necessary decompression program must be included. The offeror's files shall be virus free.

E. The electronic versions of the proposal shall be submitted in a format readable by Microsoft (MS) Office Word 2016, MS Office Excel 2016, MS Office Project 2016, and MS Office Power Point 2016, as applicable. The Government will accept .pdf files for the electronic version with the exception of the price proposal (MS Office Excel 2016) which requires the formulas to be reviewed by the Government. Please do not "read protect" submitted Excel worksheets. Provide all formulas (evident within the spreadsheet) and links used. Do not embed electronic files within other electronic files. Excel spreadsheets must be editable and not password protected.

F. Offerors are requested to submit Volume III, Past Performance Information, so that it is received ten (10) calendar days prior to the required due date for proposals. Failure to submit Volume III by the earlier date will not result in offeror disqualification.

G. In accordance with FAR Subpart 4.8, Government Contract Files, the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

H. Period for acceptance of offers. The offeror shall provide a statement that the offeror's proposal and prices will remain in effect for 180 calendar days after solicitation closing date.

I. Product samples. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

J. Questions, Clarifications, or Discrepancies. Address all questions, clarifications, or concerns regarding this full proposal submission in writing to Mr. Kriston Minor, Contract Specialist via e-mail at kriston.minor@us.af.mil, and cc Ms. JoAnn Davis, Procuring Contracting Officer, via e-mail at joann.davis.1@us.af.mil, referencing solicitation number FA8307-26-R-B033. Questions may be submitted up to 14 calendar days prior to full proposal submission date located in block 8 of the RFP in the format at Attachment 7, "Question and Answer Template." In the event of solicitation discrepancies (e.g., errors, omissions, or is otherwise unclear or unsound), offerors shall immediately notify the CO in writing with supporting rationale.

K. Debriefings. The PCO will promptly notify unsuccessful offerors in accordance with procedures outlined in FAR 15.301-1, Solicitation and Receipt of Proposals and Information. Unsuccessful offerors may request and receive a debriefing in accordance with FAR Subpart 15.301-1.

L. Communications: Exchanges of source selection information between Government and offerors will be controlled by the CO. Email may be used if so directed by the CO. If directed to use email, the email shall be sent encrypted, and must include "Source Selection Information - See FAR 2.101 and 3.104 - Controlled Unclassified Information" in the subject line of the email. In order to facilitate the sending and receiving of encrypted emails, offerors must use MS Outlook email configured to support encryption or a different email product that is S/MIME compatible and configured to support encryption. If directed to use email, file suppression utilities, to include but not limited to zip files, will not be accepted.

II. Volume Organization

A. General: Proposals shall be submitted to the Government in four (4) separate volumes as set forth below:

VOLUME	PAGE LIMITS	OF COPIES	DESCRIPTION
I	N/A	1	ADMINISTRATIVE

			- Completed/Signed SF 1449 - Acknowledged/Signed Amendments - Completed Provisions - Statement of Offerors - Contractor Teaming Arrangement (if applicable) - Cross Reference Matrix
II	45	2	Factor 1 - Technical Approach (1 Unsanitized & 1 Sanitized Copy) - Subfactor 1.1 - COMSEC Managerial Duties
	25		PWS Sections: 1.5: 1.5.1.13,1.5.1.14, 1.5.1.16
	10		Subfactor 1.2 - Emergency & Precautionary Destruction Plan
	10		Subfactor 1.3 - Transition
III	N/A	1	Factor 2 - Past Performance (Attachment 3 (FACTS Sheet) and Narrative) 1 Unsanitized
IV	N/A	1	Factor 3 - Price 1 Unsanitized

In addition to the page limitations set forth above, proposal volumes shall comply with the following format:

1. Print shall be Times New Roman, no smaller than a font size of 12, shall not be condensed and should be printable on 8 1/2 x 11-inch paper, excluding any charts, graphs, drawings, diagrams, supporting illustrations, or spreadsheets, etc. Pages shall be single-spaced. Each volume within the proposal shall be separately identified. Margins shall be no smaller than 1 inch and each page within a volume shall be numbered consecutively. Elaborate formats, bindings or color presentations are not desired or required.

2. The page limitation for Volume II, Written Technical Approach Proposal, which includes Subfactor One, Two and Three is 45 pages, for both the unsanitized and sanitized copies. The page limitation includes any cover page, charts, graphs, drawings, diagrams, supporting illustrations, spreadsheets, etc., but excludes any table of contents or list of acronyms (if utilized). When both sides of a sheet display printed material, it shall be counted as two pages. Offerors are cautioned that any pages that exceed the page limitations shall not be read but shall be removed and either retained in the contract file without being considered in the evaluation, or, sent back to the offeror.

3. Page limitations may be placed on responses to Evaluation Notices (ENs), if issued. The specified page limits for EN responses will be identified in the letters forwarding the ENs to offerors or on the EN form itself.

4. Each page containing proprietary information should be so marked.

5. Each page should contain the following legend at the bottom of each sheet:

SOURCE SELECTION INFORMATION--SEE FAR 2.101 and 3.104 - CONTROLLED UNCLASSFIED INFORMATION

B. Volume I, Administrative

1. General: Volume I - Administrative. Offerors shall submit one virus free, unsanitized copy of the administrative proposal. Offerors shall include a copy of the completed RFP with an original signature of a corporate officer authorized to negotiate for the company. Include any proposed discount terms in Block 12 and the name of the company, address, and phone number in Block 17a.

2. Offerors shall include acknowledged and original signed copies of any amendments to the RFP, if applicable.

3. If applicable, offerors shall include a cover letter delineating any exceptions taken to the RFP terms and conditions with accompanying rationale. However, offerors are cautioned that any noncompliance with the terms and conditions of the RFP may cause their proposal to be determined unacceptable and therefore not considered eligible for award.

4. Offerors shall ensure that all clauses and provisions that require "fill in" information are appropriately completed, including the proposed prices associated with the contract line items in the Schedule of the RFP. See below required provisions.

Provision Reference	Title
FAR 52.204-17	Ownership or Control of Offeror
FAR 52.204-90	Offeror Identification
FAR 52.240-90	Security Prohibitions and Exclusions Representations and Certifications
FAR 52.209-2	Prohibition on Contracting With Inverted Domestic Corporation
FAR 52.209-5	Certification Regarding Responsibility Matters

FAR 52.209-7 Information Regarding Responsibility Matters
FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

DFARS 252.204-7007(Alternate A) Alternate A - Annual Representations and Certifications
DFARS 252.203-7005 Representation Relating to Compensation of Former DoD Officials
DFARS 252.237-7024 Notice of Continuation of Essential Contractor Services(offeror shall include a written plan that meets the minimum requirements identified in the clause).

5. Statement of Offerors: Offerors shall include a statement of the offeror's appointed individual to make contractual decisions, and include the offeror's Commercial and Government Entity (CAGE) code, Unique Entity Identifier (UEI) number, Tax ID number, along with an email address, and telephone number.

6. Contractor Teaming Arrangement (If Applicable): Offerors may propose under this solicitation through a contractor teaming arrangement as defined in FAR Section 9.601. In the event the offeror is a Joint Venture Agreement (JVA)/Teaming Arrangement, the offeror shall provide a copy of the JVA/Teaming Arrangement. The JVA/ Teaming Arrangement shall specify the rights and responsibilities of each partner and shall identify the managing partner. In addition, the offeror shall provide a summary narrative that specifically delineates what each partner will do in regard to performing the contract. The responsibilities of the managing partner are significantly more important than the responsibilities of all other partners combined. As such, a contractor teaming arrangement means an arrangement in which -

6.1. Two or more companies form a partnership or joint venture to act as a potential prime contractor; or

6.2. A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. A major subcontractor is defined as a subcontractor performing more than 25% of the contract effort. Offerors proposing a contractor team arrangement shall include a statement that fully discloses the contractor team arrangement and company relationships pursuant to FAR Section 9.603, Policy.

7. Cross Reference Matrix: The offeror shall fill out the cross reference matrix at (see RFP Attachment 8) indicating where in its proposal the information can be found as it relates to the RFP. The cross reference matrix will be utilized as a tool to show critical interrelationships and dependencies among the Performance Work Statement (PWS), the Contract Line Item Numbers (CLIN), Section L (Instructions to Offerors), and Section M (Evaluation Basis for Award). The cross reference matrix will help an offeror ensure it has responded to all the evaluation criteria and proposal submittal requirements identified in the solicitation. If the matrix conflicts with any other requirement, direction, or provision of this solicitation, the other reference shall take precedence over the matrix. Additionally, to the extent the matrix discloses details as to the manner by which the Government intends to evaluate the offeror's proposals for award, Section M references in the matrix are for informational purposes only, and the Government shall be obligated to evaluate proposals solely in conformance with Section M of the solicitation.

C. Volume II Written Technical Proposal

1. General: Offerors shall submit one virus-free, sanitized electronic copy and one virus-free, unsanitized electronic copy of the technical proposal. The written technical proposal shall be clear, concise, and include all the information required by this provision in sufficient detail for effective evaluation. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume the Government has no prior knowledge of their capabilities, work processes, facilities, and experience and will base its evaluation on the information presented in the offeror's technical proposal.

2. Proposal Sanitization. The offeror shall sanitize one copy by excluding any information that would identify their company (e.g., name, address, telephone numbers, employees' names, CAGE Code, and UEI). The sanitized Volume II proposal SHALL NOT contain the offeror's CAGE code or UEI number in the title name.

3. Format and Specific Content: The following information shall be provided in the written technical proposal and will be evaluated to assess technical acceptability in accordance with Section M, Evaluation Basis for Award. Note. The written technical proposal shall address each of the following sub-factors to describe the offeror's proposed approach to performing the requirements set forth in the Performance Work Statement (PWS).

3.1 Sub-factor One: Communications Security (COMSEC) Capability. The offeror shall propose an approach that clearly demonstrates evidence of the full capability and experience their team possesses for executing COMSEC support services to meet the PWS requirements. The capabilities presented should represent the offeror's approach to overall capability used in normal practice. The proposal shall include all of the PWS requirements with significantly more detail for the following elements:

- PWS 1.5.1.13. The offeror shall describe and address at a minimum, the procedures they would establish to ensure strict compliance and control of each item of keying material whenever operational requirements necessitate that material are turned over from one shift to another or from one individual to another.

- PWS 1.5.1.14. The offeror shall describe and address at a minimum, the procedures they will ensue to ensure that appropriate COMSEC material is readily available to properly cleared and authorized individuals whose duties require its use. If the material is classified, the offeror shall describe how they will verify that the individuals are cleared to the level of the material, how they will issue the material and by what means and the procedures they will use to ensure the material is safeguarded until it is returned to the managers.

- PWS 1.5.1.15. The offeror shall describe and address at a minimum, the procedures they would ensue to ensure COMSEC incidents, personnel or physical are reported according to the procedures outlined in the required NSA manuals.

3.2 Sub-factor Two: Emergency & Precautionary Destruction Plan. The offeror shall propose an Emergency & Precautionary Destruction Plan as outlined in PWS paragraph 1.5.1.23 that clearly demonstrates evidence of compliance with NSA CSS Policy Manual 3-16.

3.3 Sub-factor Three: Transition Plan. The offeror shall provide a realistic transition plan as outlined in PWS paragraph 3.1.2 that includes specific in/out phase procedures or methods that include at a minimum the following: key milestones that reflect a in/out phase period of 30 days; chronological sequence of events and actions that will be taken to ensure contractor personnel are hired and in-place prior to full performance, housing and transportation arrangements, personnel security clearances, visas and any other in-country requirements.

D. Volume III - Past Performance

1. General:

1.1 The offeror shall submit Present and Past Performance Information for itself and any joint venture member, as well as each proposed critical subcontractor in accordance with the format contained in the "FACTS Sheet" (RFP Attachment 3) and the following paragraphs. (A critical subcontractor and/or teaming contractor is defined as an entity other than the offeror itself.) Each offeror shall submit a past performance volume with its proposal, containing past performance information in accordance with the format contained in RFP Attachment 3. This information is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners who are proposed to perform 25 percent or more of the proposed effort based on the total proposed price or perform aspects of the effort the offeror considers critical to overall successful performance. Offerors are cautioned that the Government will use data provided by each offeror in this volume and data obtained from other sources in the evaluation of past performance.

1.2 Submit information in accordance with RFP Attachment 3: Provide Past Performance Information on three (3) recent contracts that you consider most relevant in demonstrating your ability to perform the Colombian COMSEC requirement. Also include information on three (3) recent contracts performed by each of your teaming partners and significant subcontractors that you consider most relevant in demonstrating their ability to perform the Colombian COMSEC requirements. Include rationale supporting your assertion of relevance. For a description of the characteristics or aspects the Government will consider in determining recency and relevance, see Section M, - Past Performance Factors.

1.3 Along with the information required in this paragraph, the offeror shall submit a consent form (RFP Attachment 4) executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, the offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the offeror's performance.

1.4 The evaluation of the offeror's/joint venture member's present/past performance WILL NOT include the present/past performance of any subcontractor(s), even though they may perform major or critical aspects of this requirement.

2. Past Performance Format: The requested present and past performance information shall be provided in a separate volume labeled "Volume III - Past Performance." A summary page shall be provided for this acquisition, describing the proposed role of the offeror, any joint venture member and critical subcontractor (nature of work and percentage of overall work.

2.1 Offerors are required to explain what aspects of the contracts indicated are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate, focusing on the Technical subfactors. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Merely having problems does not automatically equate to an unacceptable past performance evaluation rating, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions in terms of improvements achieved or problems rectified. For example, submittal of quality performance indicators or other management indicators that clearly support that an offeror has overcome past problems is required. Categorize the relevant information into the specific Technical sub-factors and Price factor used to evaluate the proposal.

2.2 Summary page information must clearly communicate that proposed critical subcontractor(s) meet the definition of a critical subcontractor established above. Efforts submitted for proposed critical subcontractors not meeting the established definition will not be evaluated. Each offeror/joint venture member shall complete a separate FACTS Sheet for three (3) active or completed contracts (with at least one year of performance history) in the past three (3) years from the issuance date of the RFP, that the offeror/joint venture member considers relevant in demonstrating its ability to perform the proposed effort. If the total number of such contracts exceeds three (3), each offeror/joint venture member shall address its three (3) most recent and relevant contracts. For each critical subcontractor included in the offeror's proposal, a FACTS Sheet for three (3) of their most recent and relevant contracts shall also be included. The evaluation of the offeror's/joint venture member's present/past performance WILL NOT include the present/past performance of any predecessor companies, affiliates, other divisions or corporate management, even though they may perform major or critical aspects of this requirement. The offeror's/joint venture member's or critical subcontractor's present and past performance information may include data on efforts performed by other predecessor companies, affiliates, other divisions or corporate management if such was provided for evaluation and if the offeror's past performance volume demonstrates the company, affiliate, or division will provide the offeror with resources for the instant proposed effort, such as workforce, management, facilities, or other capabilities demonstrating direct and meaningful involvement in the performance of the instant proposed effort. The FACTS Sheet shall clearly indicate the division or corporate organization that performed or is presently performing the contract. Contracts listed may include those with the Federal Government, state and local governments or their agencies, and commercial customers.

3. Key Personnel: Offerors, joint venture members, or critical subcontractors that are newly formed entities (in existence less than three (3) years from the issuance date of this solicitation) who either have no prior contracts or do not possess relevant corporate past performance, but have key personnel with relevant past performance while employed by another company, may demonstrate the performance of such key personnel by submitting FACTS Sheets for up to three (3) individuals of their most recent and relevant contracts under which such key personnel performed the same role currently being proposed on the instant acquisition and this performance occurred during the past three (3) years from the issuance date of this solicitation. Note however, that the quality of the key personnel's performance under the submitted contract must be

able to be verified by the Past Performance Team in order to be considered in the assessment of confidence. Any such key personnel must already be employed by the offeror/joint venture member, or in the case of a critical subcontractor, must already be employed by the critical subcontractor; a letter of intent to hire does not constitute employment.

4. Subcontractor/Teaming Member Consent Form: In addition to the information provided in the FACTS Sheet (RFP Attachment 3) for each entity as required above, the offeror must submit a consent letter executed by each of its proposed teaming member(s) and/or critical subcontractors authorizing release of adverse past performance information to the prime offeror to allow the prime offeror an opportunity to respond. A sample Subcontractor/Teaming Partner Consent Form is attached to this RFP (RFP Attachment 4). The consent form shall be completed by the team member(s) and/or critical subcontractors identified in your proposal. The completed consent forms shall be submitted as part of your Past Performance Volume III.

5. Small Business Compliance in Past Performance Efforts: On the three (3) contracts submitted in Volume III, Past Performance, include relevant information in the FACTS Sheet concerning the offeror's/joint venture member's and critical subcontractor's compliance with FAR 52.219-8, Utilization of Small Business Concerns or FAR 52.219-9, Small Business Subcontracting Plan, if these clauses are or were contained in the contract. (Please note that FAR 52.219-8 does apply to ALL businesses, whereas FAR 52.219-9 only applies to large businesses.) When subcontracting possibilities existed on the contracts submitted by the offeror/joint venture member and critical subcontractor, address whether or not the offeror/joint venture member and critical subcontractor awarded subcontracts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small-disadvantaged business concerns, and women-owned small business concerns to the fullest extent consistent with efficient contract performance. If none of the submitted contracts included these clauses, whenever subcontracting possibilities existed in the performance of these contracts, address whether or not it was the offeror/joint venture member and critical subcontractor's policy to utilize small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, and women-owned small business concerns to the fullest extent consistent with efficient contract performance.

6. FACTS Sheet: The offeror/joint venture member or critical subcontractor, if applicable, shall focus its FACTS Sheet responses so that they clearly correlate present and past performance with the requirements of this RFP. The FACTS Sheet responses must clearly describe the relevance of the effort to the work proposed. The answering space on the FACTS Sheet may be expanded so that the filled-in FACTS Sheet for each relevant contract covers no more than both sides of three (3) 8 1/2 x 11-inch pages (i.e., no more than six (6) pages). (See paragraph fill in of the FACTS Sheet.) Provide the most current information for the Points of Contact (POCs) identified on the FACTS Sheets. At least two of the following (in descending order of availability) should be identified as current POCs on the FACTS Sheets:

(a) Procuring Contracting Officer/Contract Negotiator or equivalent
(b) Program/Project Manager, or equivalent
(c) Administrative Contracting Officer/Contract Administrator or equivalent
(d) Other (as specified in your FACTS Sheet)

If problems were encountered during the performance of the identified contracts, provide evidence of the ability to isolate the root causes of problems and include in the FACTS Sheet a description of programs or actions taken to resolve those causes. Problems not addressed in the FACTS Sheet, but found by the Government during the evaluation of the information in this volume, will be assumed to still exist. Note: In the case of Contractor Performance Assessment Report System (CPARS), if your input has already been provided and the rationale/circumstances have not changed, DO NOT repeat them here.

7. Follow-up Discussions: The Government may conduct follow-up discussions with any of the POCs identified in the FACTS Sheets or in the offeror's Present/Past Performance Volume.

8. Past Performance Questionnaire: The Present/Past Performance Questionnaire (see RFP Attachment 5) will be one means used by the Government to obtain present/past performance information. The Government reserves the right to change, alter, and/or supplement the questionnaire without further notice to the offeror(s). The offeror shall send out and track the completion of the Present/Past Performance Questionnaires (See RFP Attachment 5) to each of the offeror's, joint venture members' and/or critical subcontractors' (i.e., each entity's) Points of Contact (POCs) identified in each FACTS Sheet. The responsibility to send out and track the completion of the Present/Past Performance Questionnaires rests solely with the offeror - i.e., it shall not be delegated to any other entity. The Transmittal Letter (see RFP Attachment 6) shall be used by the offeror in sending out the Present/Past Performance Questionnaires. Exert your best effort to ensure that at least two POCs per relevant contract submit a completed Present/Past Performance Questionnaire directly to the Government no later than the date established in the RFP for receipt of proposals. POCs shall submit their completed Present/Past Performance Questionnaire by email to Mr. Kriston Minor, Contract Specialist at Kriston.minor@us.af.mil and cc Ms. JoAnn Davis, CO at joann.davis.1@us.af.mil. Once the Present/Past Performance Questionnaires are completed by your POCs, the information contained therein shall be considered source selection sensitive and shall not be released to you, the offeror.
Therefore, any exchange/contact between the offeror/joint venture member and/or critical subcontractor and its own POCs in regard to comments made on the questionnaire are not permitted.

9. RFP Attachments 3 and 5 (FACTS Sheet and Present/Past Performance Questionnaire) must include the following legend at the top and bottom of the page:

SOURCE SELECTION INFORMATION - See FAR 2.101 and 3.104 - CONTROLLED UNCLASSIFIED INFORMATION

E. Volume IV, Cost/Price Proposal

1. Price Reasonableness: This section is to assist you in submitting data other than certified cost or pricing data that is required to evaluate the reasonableness and balance of your proposed cost/price. Compliance with these requirements is mandatory and failure to comply may result in rejection of your proposal. Additionally, unbalanced pricing poses an unacceptable risk to the Government and may be a reason to reject an offeror's proposal. Offers should be sufficiently detailed to demonstrate their reasonableness and balance. The burden of proof for credibility of proposed prices rests with the offeror.

2. Cost or Pricing Data Requirements: In accordance with FAR 15.403-1(b) and 15.403-3(a) data may be required to support a determination of price reasonableness. Data shall be provided in accordance with FAR 15.105-4 https:acquisition.gov. If, after receipt of proposals, the CO determines that there is insufficient data available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror shall be required to submit additional cost or pricing data.

3. Volume Organization:

3.1. The Price volume shall consist of the following sections:

SECTION 1 - Table of Contents; summary descriptions of estimating, purchasing, and accounting systems; changes to estimating, accounting practices, or Cost Accounting Standards (CAS) Disclosure Statement.

SECTION 2 - Data other than certified cost or pricing data, to include estimating methodology.

SECTION 3 - Other information such as Government Furnished Property/Government Furnished Equipment (GFP/GFE), base support, long lead costs, termination costs, development/production schedule, inflation rate summary and explanation, and special tooling/test equipment. List each exception to the ground rules and assumptions provided in the solicitation and each qualification of the Price volume, if any. Provide complete rationale for any exceptions.

3.2 Summarize all significant pricing assumptions, scope limitations and/or qualifications of the Price proposal. In evaluation of the proposed price, the government will assume that the offerors' proposal will be valid at time of award.

3.3 When responding to the Price Section requirements in the solicitation, the offeror may use any generally accepted estimating technique to develop their proposal. Provide a summary description of your standard estimating system or methods.

3.4 In addition to the Price Section, RFP Section B shall be filled out for all priced line items except for materials and data. The data CLIN will be left blank for all years.

III. Contract Documentation

A. Model Contract/Representations and Certifications:
1. The purpose of this section is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the Model Contract and completed Sections A through K.
2. Section A - Solicitation/Contract Form: Complete blocks 15 - 18 of the SF33. Signature by the offeror on the SF33 constitutes an offer, which the Government may accept.
3. Section B - Services and Prices. All pricing information shall be limited to Contract Line Item Number (CLIN) or Sub-CLIN level pricing, including unit and extended pricing as specified in Section B.
4. Section I - Contract Clauses
5. Section K - Representations, Certifications, and other Statements of Offerors: Complete representations, certifications, acknowledgments and statements. Offerors must have filled out and completed pertinent online information such as Annual Representations and Certifications (May 2014), Central Contractor Registration (CCR), Dun and Bradstreet (DUNS) number/Unique Identifier Entity(UIE), Contractor and Government Entity (CAGE) code, Taxpayer Identification Number (TIN) at https://www.sam.gov in addition to what is in Section K.

6. Exceptions to Solicitation Requirements - Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content shown below. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award.

B. Other Information Required:

1. Company/Division Address, Identifying Codes, and Applicable Designations - As required in Volume I, Administrative Documentation, offeror shall provide company/division's street address, county and facility code; CAGE code; DUNS code/UIE; and size of business (large or small).

NOTE: Prime offerors with multiple cage codes (interdivisions, subsidiaries, affiliates, divisions, sectors, groups, ETC) will be required to submit one main cage code for their company.

2. Contract teaming arrangements - As required in Volume I, Administrative Documentation, all subcontractors, teaming partners, and/or joint venture partners shall be identified. All written arrangements and letters of intent must be signed by all parties and included as well. Offerors are cautioned that the Government will evaluate the past performance of all subcontractors, teaming partners, and/or joint venture partners IAW Section M. The offeror shall submit a consent letter executed by each subcontractor, teaming partner, and/or joint venture, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN ITERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS - REPRESENTATION (JAN 2017)
52.204-07 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008) Contracting Officer indicates DX or DO Rated Order: 'DO-C9'
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021) - ALTERNATE I (OCT 1997)
52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009) Applies to Cost CLIN(s) only.
52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Firm-Fixed Price'
52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)
52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)
52.233-02 SERVICE OF PROTEST (SEP 2006)
Para (a) Official or location is JoAnn Davis
410 N Frank Luke Dr
San Antonio, Texas 78226
Joann.davis.1@us.af.mil'

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)
252.215-7007 NOTICE OF INTENT TO RESOLICIT (JUN 2012)
252.215-7008 ONLY ONE OFFER (JUL 2019)
252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (JUL 2019)
252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2018)
252.216-7002 ALTERNATE A, TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)
252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)
Para (b), Identify attachment. '1-PWS'
Para (b), date. '28 MAY 2026'
252.239-7017 NOTICE OF SUPPLY CHAIN RISK (FEB 2019)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 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/browse/index/far
https://www.acquisition.gov/dfars
https://www.acquisition.gov/affars

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

OTHER SOLICITATION PROVISIONS IN FULL TEXT

L011 APPLICABLE CLAUSES (APR 2013)

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

(a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, DFARS 252.227-7038, PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS), will be included in Section I consistent with FAR Part 27.

(b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).

(c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

(d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A- 122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.

(e) Subcontracting Plan. DFARS 219.708 was amended to require the use of clause 252.219-7004, Small Business Subcontracting Plan (Test Program), instead of 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), and FAR 52.219-9, Small Business Subcontracting Plan, in prime contracts with contractors that have comprehensive subcontracting plans approved under the test program described in DFARS 219.702. Also, include in the prime contract, solely for the purpose of flowing the clauses down to subcontractors, FAR clause 52.219-9, Small Business Subcontracting Plan, and 252.219-7003, or when contract will not be reported in FPDS, FAR clause 52.219-9, Small Business Subcontracting Plan with its Alternate III and 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) with its Alternate I.

L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)

(a) Pursuant to FAR 15.204, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal, initial cost/ price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Evaluation Criteria," for a definitive listing of these criteria and their relative importance.

(b) Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with those offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both the Air Force and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.

(c) Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.

(d) Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (FEB 2011)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Instruction (AFI) 33-200 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

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		
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	Feb 2026		

52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation 2026-O0038)	Feb 2026
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation.	Feb 1999
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan. (Deviation 2026-O0038)	Feb 2026
52.232-38	Submission of Electronic Funds Transfer Information with Offer.	Jul 2013
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026
52.237-8	Restriction on Severance Payments to Foreign Nationals. (Deviation 2026-O0038)	Feb 2026

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.215-7007	Notice of Intent to Resolicit.	Jun 2012		
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	May 2024		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.216-7002	Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements-Other Than Commercial Acquisition with Adequate Price Competition.	Jan 2023	Alternate A	Jan 2023
252.239-7017	Notice of Supply Chain Risk.	Dec 2022		

FAR Clauses Incorporated by Full Text

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)

Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

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

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

The Government contemplates award of a Firm Fixed Priced contract resulting from this solicitation.

(End of provision)

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

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

[ ] Offeror chooses to waive the evaluation preference.

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

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

_____

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.215-7008 Only One Offer. (Dec 2022)

ONLY ONE OFFER (DEC 2022)

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

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

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

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

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable ____.

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

(End of provision)

252.237-7024 Notice of Continuation of Essential Contractor Services. (Oct 2010)

NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment 1, Mission Essential Contractor Services, dated 28 May 2026, during periods of crisis. The offeror shall-

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

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

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

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

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

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

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

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION BASIS FOR AWARD

TRADEOFF PROCESS

I. Basis for Contract Award:

Source Selection Methodology: Selection shall be made on a "Tradeoff" basis. Award will be made to the Offeror providing the Best Value to the Government based upon an integrated assessment of the evaluation factors and subfactors as defined in the RFP. Best Value under this selection approach allows for tradeoffs between technical and cost factors. Current and relevant information should be provided to assist the Government with the evaluation process. Therefore, each proposal shall contain the Offeror's best terms. By submission of its offer, the Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being determined technically unacceptable.

A single contract will be awarded to the Offeror who gives the Government the greatest confidence that they will best meet or exceed the requirements and provides Best Value to the Government. This may result in an award to a higher rated, higher priced offer, where the decision is consistent with the evaluation factors and subfactors and the CO determines that the technical superiority and/or overall business approach of the higher priced offer outweighs the price difference. While the entire evaluation team strives for maximum objectivity, the selection process is subjective by nature and professional judgment is implicit throughout the tradeoff process.

II. Proposal Evaluation (Evaluation Factors and Subfactors): The evaluation process will be accomplished as follows.

A. General

1. Discussions: The Government intends to award without discussions but reserves the right to conduct discussions if determined necessary. Any discussions will be conducted in accordance with FAR 15.306. If the CO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO, with the concurrence of the Source Selection Authority, may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, a competitive range determination will be established, and the included offerors' responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the offeror's proposal has been evaluated as acceptable at the time discussions are closed, any changes or exceptions in the Final Proposal Revision are subject to evaluation and may introduce risk that the offeror's proposal be determined unacceptable and, thus, ineligible for award.

2. The following evaluation factors will be used to evaluate each proposal. The relative importance of each factor and subfactor is as follows: Technical, Past Performance and Price are listed in descending order of importance, with Factor 1 (Technical) being significantly more important than Factor 2 (Past Performance). Within the Technical Factor: Subfactor 1.1, 1.2 and 1.3 are of equal importance to each other.

B. Factor 1: Technical

1. General: Each offeror's written technical proposal shall be evaluated based on the sub-factors below, to determine if the offeror provides a sound, compliant approach that meets the requirements of the Performance Work Statement (PWS) (RFP Attachment 1) and demonstrates a thorough knowledge and understanding of those requirements. The technical proposal addresses each of the following subfactors in sufficient detail.

Sub-factor 1.1(COMSEC Managerial Duties): Communications Security (COMSEC) Capability. This subfactor is met when the offeror sufficiently demonstrates an approach that clearly demonstrates evidence of the full capability and experience their team possesses for executing COMSEC support services to meet the PWS requirements. The capabilities presented should represent the offeror's approach to overall capability used in normal practice. The proposal shall address all of the PWS requirements with significantly more emphasis for the following elements:

a) PWS 1.5.1.13. The government will evaluate this element in accordance with the minimum requirements listed in Section L, paragraph 3.1, PWS 1.5.1.13: The offeror shall describe and address at a minimum, the procedures they would establish to ensure strict compliance and control of each item of keying material whenever operational requirements necessitate that material are turned over from one shift to another or from one individual to another.

b) PWS 1.5.1.14. The government will evaluate this element in accordance with the minimum requirements as listed in Section L, paragraph 3.1, PWS 1.5.1.14: The offeror shall describe and address at a minimum, the procedures they will ensue to ensure that appropriate COMSEC material is readily available to properly cleared and authorized individuals whose duties require its use. If the material is classified, the offeror shall describe how they will verify that the individuals are cleared to the level of the material, how they will issue the material and by what means and the procedures they will use to ensure the material is safeguarded until it is returned to the managers.

c) PWS 1.5.1.15. The government will evaluate this element in accordance with the minimum requirements as listed Section L, paragraph 3.1, PWS 1.5.1.15: The offeror shall describe and address at a minimum, the procedures they would ensue to ensure COMSEC incidents, personnel or physical are reported according to the procedures outlined in the required NSA manuals.

Sub-factor 1.2 (Emergency & Precautionary Destruction Plan): This subfactor is met when the offeror describes and addresses at a minimum in their Emergency & Precautionary Destruction Plan, the requirements detailed in NSA CSS Policy Manual 3-16. The government will evaluate this subfactor in accordance with the minimum requirements as listed in this paragraph and Section L, paragraph 3.2.

Sub-factor 1.3 (Transition Plan): This subfactor is met when the offeror describes and addresses at a minimum their Transition Plan as outlined in PWS paragraph 3.1.2. The government will evaluate this subfactor with the minimum requirements as listed in this paragraph and Section L, paragraph 3.3.

2. Technical Rating: The technical rating reflects the evaluation of the acceptability of the offeror's technical approach for meeting the Government's requirement. The offeror's proposal shall be evaluated to determine whether the proposal is exceptional, acceptable, or unacceptable, using the ratings and descriptions outlined in the table below. One technical rating will be assigned to the Technical sub-factor. In order to be considered awardable, there must be an "acceptable" rating to each sub-factor.

a) The following adjectival ratings will be used to annotate the technical evaluations and will form the basis of the assignment of ratings for Factor 1 (Technical). The final rating takes into consideration the combined impact of any strengths, weaknesses, significant weaknesses, and deficiencies, as well as the overall risk of unsuccessful contract performance.

TABLE 1 - TECHNICAL RATINGS

Adjectival	Rating Definition
Exceptional (E)	Meets all requirements and exceeds requirements by containing one or more strengths. The proposal contains no weaknesses, and the risk of unsuccessful contract performance is low.
Acceptable (A)	Indicates an adequate approach and understanding of the requirements of the solicitation. The proposal may contain weaknesses that increase risk, but no significant weaknesses or deficiencies. The overall risk of unsuccessful contract performance is no worse than moderate.
Unacceptable (UA)	Does not meet requirements of the solicitation and contains one or more deficiencies, or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level. The proposal is un-awardable.

b) Strengths, weaknesses, and deficiencies are defined as follows:

TABLE 2 - RATING DEFINITIONS

Adjectival	Rating Definition
Strength	An aspect of an Offeror's approach that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
Weakness	A flaw in the approach that increases the risk of unsuccessful contract performance. A "significant weakness" in the approach is a flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of an approach to meet a Government requirement or a combination of significant weaknesses in an approach that increases the risk of unsuccessful contract performance to an unacceptable level.

c) Proposals with an UNACCEPTABLE rating in any Factors or Subfactors will not be eligible for award.

C. Factor 2: Past Performance

1. General: The past performance assessment will assess the offeror's/joint venture member's ability including (which includes the extent of its critical subcontractors involvement) to successfully accomplish the proposed effort based on the offeror's demonstrated present and past work record. A critical subcontractor is defined as an entity (subcontractor and/or teaming contractor), other than the offeror itself, that will perform during the execution of the requirements outlined in this RFP. The Government will evaluate the offeror's/joint members' and if applicable, the critical subcontractors' demonstrated record of contract compliance in supplying products and services that meet users' needs, including cost and schedule. The recency and relevancy of the information, the source of the information, context of the data and general trends in the contractor's performance will be considered. For purposes of this evaluation, recency is defined as active or completed efforts (with at least one (1) year of performance history) in the past three (3) years from the issuance date of this solicitation. The Government will take into account past performance information regarding predecessor companies (if used), affiliates, other divisions, or corporate management if such was provided for evaluation and if the offeror's past performance volume demonstrates the company, affiliate, or division will provide the offeror with resources for the instant proposed effort, such as workforce, management, facilities, or other capabilities demonstrating direct and meaningful involvement in the performance of the proposed instant effort. A "past performance neutral" rating will be assigned to offerors without a record of relevant past performance, or for whom information is not available.

2. Past Performance Assessment: In assessing present and past performance, the Government will employ several approaches, including, but not limited to:
a) Other Sources of Information: Pursuant to FAR 15.305(a)(2)(ii), the Past Performance Team evaluation is not limited to review of the information provided in the offeror's Present/Past Performance volume. Present/Past performance information may be obtained from the Government's Federal Awardee Performance and Integrity Information System (FAPIIS), Contractor Performance Assessment Reporting System (CPARs) and Past Performance Questionnaires. The Government reserves the right to use performance information from other sources such as Defense Contract Management Agency (DCMA), Fee Determining Officials, or commercial sources. Data from previous source selections may be used if the data is recent and relevant.

b) Adverse Past Performance: Offerors shall be given an opportunity to address adverse past performance information if the offeror, joint venture member and/or critical subcontractor has not had a previous opportunity to respond to the information. Recent contracts will be examined to ensure that corrective measures have been implemented. The past performance evaluation assessment will consider issues including but not limited to the number and severity of the problems, the appropriateness and/or effectiveness of any corrective actions taken (not just planned or promised), and the overall work record. Prompt corrective action in isolated instances may not outweigh overall negative trends.

c) Critical Subcontractors: The evaluation of the offeror's/joint venture members' present/past performance WILL NOT include the present/past performance of any subcontractor(s) even though they may perform major or critical aspects of this requirement.

d) Key Personnel: For offerors/joint venture members or critical subcontractors that are newly formed entities (in existence less than three (3) years from the issuance date of this solicitation) who either have no prior contracts or do not possess relevant corporate past performance, but have key personnel with relevant past performance while employed by another company, the quality of such key personnel's performance as verified by the Past Performance Team will be considered if the submitted contract involves the key personnel performing the same role currently being proposed on the instant acquisition and this performance occurred during the past three (3) years from the issuance date of this solicitation. Any such key personnel must already be employed by the offeror/joint venture member, or in the case of a critical subcontractor, must already be employed by the critical subcontractor. Offerors are reminded that a letter of intent to hire does not constitute employment.

e) Evaluation of an Order or Series of Orders: If the contract you are submitting is an ordering type contractual vehicle (for example, including but not limited to an Indefinite Delivery "D" type contract per FAR 16.5), only after issuance of a delivery/task order does performance occur. Given this, an individual order (or series of orders) under the basic ordering contract shall be submitted, in lieu of just the basic ordering contract itself. All information provided to the Government, for an ordering type contractual vehicle, shall be at the order level (i.e. a delivery/task order).

i. When determining what order (or series of orders) to submit for evaluation, please reference Section M, paragraph 2(e)(iii), on how the Government will evaluate each submitted effort for recency, relevancy, and quality. In order to achieve optimal programmatic/logistical scope and magnitude of effort and complexities, as described in Section M paragraph 2(e)(iii), the offeror should consider submitting a series of orders, if possible. However, a series of orders should only be submitted if the series of orders is for continuous technical scope demonstrating relevancy to the instant acquisition. Not all ordering type contractual vehicles will have series of orders that meet this criteria. In this instance, only the single order demonstrating relevant technical scope should be submitted for evaluation.

ii. When submitting an individual order (or series of orders) under an ordering type contractual vehicle, it is important that the offeror's past performance information be accurate, complete, and in the correct format. If the information is not submitted in the correct format, the Government will not be able to evaluate the effort for recency, relevancy, and quality. There are specific places for submission of this information in the FACTS Sheet RFP Attachment 3. Please ensure the information submitted, in the FACTS Sheet RFP Attachment 3, is for each order (or series of orders), in lieu of just the basic ordering contract itself. This includes but is not limited to information such as the dollar value, period of performance, services managed, and type and complexity of data deliverables, for each order or series of orders.

iii. When submitting a series of orders for evaluation, the offeror should list the orders under the basic ordering type contractual vehicle that demonstrate relevancy, as defined in the Relevancy Definitions in Section M paragraph 3. Relevancy consists of not only technical complexities, but programmatic/logistical considerations. The programmatic/logistical considerations include dollar value, length of effort, type of services managed, and type and complexity of data deliverables. If an offeror submits a series of orders for evaluation, the total dollar value of each order (in the series of orders), the period of performance dates of each order (in the series of orders), the total quantity produced on each order (in the series of orders) and the type and complexity of data deliverables for each order (in the series of orders) shall be submitted. The total dollar value of each order (in the series of orders) shall be added up to calculate the Total Dollar Value to be used in the evaluation, for the submitted effort. The total period of performance of each order (in the series of orders) shall be added up to calculate the Total Period of Performance to be used in the evaluation, for the submitted effort. The total quantity produced on each order (in the series of orders) shall be added up to calculate the Total Quantity Produced to be used in the evaluation, for the submitted effort. The type and complexity of data deliverables provided on each order (in the series of orders) shall be evaluated as a whole for the series of orders. Caution: All orders within the series of orders, being submitted, should be for the same continuous technical scope demonstrating relevancy to the instant acquisition. The Government reserves the right to request additional information from the offeror or Points of Contacts provided to verify that the series of orders is for the same continuous technical scope.

3. Relevancy Definitions: The Government will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the recent three (3) submitted contracts. The Government is not bound by the offeror's opinion of relevancy. The following relevancy criteria apply and will be assigned to each effort identified in an offeror's Volume III of its proposal:
" RELEVANT: Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. As an example the effort must have included prior Communications Security experience and performance.
" NOT RELEVANT: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

4. Past Performance Evaluation Ratings: As a result of the recency, relevancy and quality assessments of the contracts evaluated, one of the ratings as described in the DoD Source Selection Procedures will be assigned to the Past Performance factor.

Adjectival Rating	Definition
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

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

5. Small Business Compliance in Past Performance Efforts: Pursuant to DFARS 215.305(a)(2), the assessment will consider whether the past performance demonstrated the offeror's/joint venture members' (and critical subcontractor's, if applicable) compliance with FAR 52.219-8, Utilization of Small Business Concerns, or FAR 52.219-9, Small Business Subcontracting Plan, when these clauses were contained in the submitted contracts. That is, on the three (3) respective contracts submitted for evaluation by the offeror/joint venture member and critical subcontractor, when subcontracting possibilities existed, did the offeror/joint venture member (and critical subcontractor, if applicable) award subcontracts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, and women-owned small business concerns to the fullest extent consistent with efficient contract performance. (Please note that FAR 52.219-8 does apply to ALL offerors, whereas FAR 52.219-9 only applies to large businesses.) If none of the contracts submitted by the offeror/joint venture members and critical subcontractor included these clauses, when subcontracting possibilities existed in the performance of these contracts, address whether or not it was the offeror/joint venture member and critical subcontractor's policy to utilize small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, and women-owned small business concerns to the fullest extent consistent with efficient contract performance.

D. Factor 3: Cost/Price

Price proposals will be evaluated for (1) completeness, (2) reasonableness, (3) unbalanced pricing, and (4) Total Evaluated Price. Offerors whose price is determined to be incomplete or unreasonable will not be considered for award. Additionally, an offer may be rejected if the Contracting Officer determines unbalanced pricing poses an unacceptable risk to the Government.

1. Completeness - The Government will review the pricing submissions for completeness and compliance with Section L of the solicitation.

2. Reasonableness: The offeror's price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable. For a price to be reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through price analysis techniques as described in FAR 15.404. For additional information see FAR 31.201-3.

3. Unbalanced Pricing - Cost analysis will be performed on the offeror's 'Other than cost and pricing data' to determine if unbalanced pricing exists. Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. The Government shall analyze offers to determine whether they are unbalanced with respect to separately priced line items or sub line items in accordance with FAR 15..404-1. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

4. Total Evaluated Price (TEP) - Price analysis will be performed to determine the reasonableness of the offeror's price proposal. The TEP will be calculated as the sum of the proposed prices for the base period and all options. The TEP will be calculated as the sum of the Firm Fixed Price (FFP) Contract Line Items (CLINs) only. Cost Reimbursement Contract Line Items (CLINs) will not be included in the TEP. TEP will be used for evaluation purposes only; evaluation of options shall not obligate the Government to exercise such options. Although the TEP is for award evaluation purposes only and is not contractually binding; all rates/prices that comprise the TEP are contractually binding and thus all rates/prices must be populated. An omitted rate/price may result in proposal elimination.

5. For the purposes of evaluating FAR 52.217-8, Option to Extend Services, which provides that the Government may require continued performance of any services within the limits and at the rates specified in the contract (i.e.,the rates in effect when the Option to Extend Services is exercised), the Contracting Officer will consider the prices submitted for the base period and/or the three option years to be binding should at any time during the contract period, the Option to Extend Services is exercised.

6. Pre-Award Survey - The Government may conduct a pre-award survey (PAS) as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine each offerors' capability to meet the requirements of the solicitation.