SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N4008526R0033	25 Jun 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Krystal Goodman	757-341-1657	28 Jul 2026 02:00 PM

9. ISSUED BY CODE N40085

NAVFACSYSCOM MID-ATLANTIC
9324 VIRGINIA AVENUE, NORFOLK VA 23511-0395
NORFOLK, VA 23511-0395
UNITED STATES
Krystal Goodman, Email: krystal.s.goodman2.civ@us.navy.mil Telephone: 757-341-1657

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR
- [x] SET ASIDE: 100 % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [x] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561210

SIZE STANDARD: USD 47,000,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [x] SEE SCHEDULE

12. DISCOUNT TERMS

- [x] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING DO-C3

14. METHOD OF SOLICITATION
- [ ] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [x] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

See Section G - Contract Administration Data

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED . _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Section A - Solicitation/Contract Form

Marine Corps Air Station (MCAS) Beaufort and Laurel Bay Base Operation Support

Product Service Code: Z1AZ

Marine Corps Air Station (MCAS) Beaufort and Laurel Bay Base Operation Support

COVER SHEET
COMMANDER
NAVAL FACILITIES ENGINEERING SYSTEM COMMAND
MID-ATLANTIC DIVISION
CONTRACTING CORE
NORFOLK, VIRGINIA 23511-3095

NAVFAC SPECIFICATION
No. 06-26-0033
N4008526R0033

Base Operation Support

NOTICE
All inquiries concerning any phase of the specification, prior to the proposal due date shall be submitted electronically, Attn: Krystal Goodman, krystal.s.goodman2.civ@us.navy.mil

Contracts or purchase order to be awarded as a result of this contract shall be assigned, DO-C3 rating in accordance with the provisions of DPAS Regulation 1 and/or DMS Regulation 1.

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

B.1 Contract Title:

Marine Corps Air Station (MCAS) Beaufort BOS and Laurel Bay Base Operation Support

B.2 Type of Contract:

This is a Facilities Support, Firm-Fixed Price, Indefinite Delivery/Indefinite Quantity Contract with Recurring and Non-Recurring Services as noted in Section L, Instructions, Conditions, and Notices to Offeror.

B.3 Minimum Guarantee:

The Recurring work price portion of the base year only is the minimum guarantee for this contract.

B.4 Set-Aside:

100% 8(a) Small Business Set-Aside Competitive Procurement. Refer to Section I, FAR Clause 52.219-18 (Deviation 2026-O0038), Notification of Competition Limited to Eligible 8(a) Participants.

B.5 NAICS Code:

The North American Industry Classification System (NAICS) Code assigned to this procurement is 561210 with a small business size standard of $47,000,000.00. Refer to Entity Information - NAICS, via System for Award Management (SAM) at https://sam.gov/content/entity-information

B.6 Wage Determination (Service)/General Decision (Construction):

Service Contract Labor Standards (formerly Service Contract Act (SCA), and Wage Rate Requirements Construction (formerly Davis-Bacon Act (DBA) wages are included in this solicitation. Refer to Section J, Attachments.

Service Contract Labor Standards formerly SCA (Wage Determination No. 2015-5799 Rev.32 and 2015-4479 Rev. 33) shall be used for wage rates and fringe benefits for FSC services that are not covered in the current CBA. The Service Contract Labor Standards Wage Determination incorporated in Section J is for the Base Year performance period only. The latest Wage Determination available at the time each option is exercised will be incorporated into the contract. Unit prices will ONLY be adjusted for the Service Contract Labor Standards wage increases in accordance with FAR Clauses 52.222-43 (Deviation 2026-O0038), Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment **(Multiple Year and Option Contracts)** and FAR Clause 52.222-55 (Deviation 2026-O0038) Minimum Wages for Contractor Workers Under Executive Order 14026. The contractor warrants, by submission of his proposal, that the price does not include any contingency for future Service Contract Act related wage increases.

Wage Rate Requirements Construction (General Decision Number: SC20260008 Modification 1 and GA20260315 Modification 2) shall be used for construction wage rates and fringe for services not covered in the current CBA. This contract contains Wage Rate Requirement Construction General Decision(s) for the location(s) included in this contract. In accordance with FAR 22.404-1(h)(c)(1) and clause 52.222-30 (Deviation 2026-O0038) - Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method) - Offerors may propose separate prices for each option period, but the contracting officer will not further adjust the contract price as a result of the incorporation of a new or revised wage determination(s) at the exercise of each option to extend the term of the contract. As such, the contractor may include in the offered price for the option years any increase needed for wages or benefits for construction work under the contract. Offerors are required to segregate Wage Rates Requirements Construction hours and wages from Service Contract Labor Standards hours and wages in the payroll records.

CBA (CBA-2026-360) between T&H Services, LLC and The International Union of Operating Engineers, Local 465, effective 1 June 2026 31 May 2029 shall be used for wage rates and fringe benefits for services set forth in the current Collective Bargaining Agreement and any modified extension agreement(s).

B.7 Bid Guarantee/Bonding Requirements:

NOT REQUIRED for this procurement.

B.8 Contract Term:

The performance of this contract is for a 12-month base period, six (6) 12-month option periods, and a 6-month extension in accordance with FAR 52.217-8, for a not to exceed 90 months from the start date of the initial period of performance. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clauses, FAR clause 52.217-9 Option to Extend the Term of the Contract.

B.9 Period of Performance:

The period of performance will be determined at the time of award.

B.10 Evaluation of Proposal: Proposers shall submit a lump sum price for Section B, CLINs 0001 through 0016 and unit prices to only 2 decimal places for Exhibit A through Exhibit H, referenced in Section J. For purposes of evaluating offers for award, the Government will utilize the pricing submitted for the base year and all option periods. Refer to Section M, FAR 52.217-5, Evaluation of Options.

B.11 Contract Line Items and Contract Exhibit Line Items:

a. Proposers shall enter unit prices and amounts for Contract Line Items (CLINs) and Contract Exhibit line items (ELINs) as indicated in the schedules and accompanying exhibits.

b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN, the ELIN will be recomputed accordingly. The CLIN will also be recomputed to take into account the change in the contract ELINs. If the offeror provides a total amount for an ELIN, but fails to enter the unit price, the total amount divided by the ELIN quantity will be held to be the intended unit price.

c. The Schedule of Recurring Work (CLIN 0001, 0003, 0005, 0007, 0009, 0011, 0013 and 0015) and the Schedule of Non-Recurring Work (CLIN 0002, 0004, 0006, 0008, 0010, 0012, 0014 and 0016) will be used as the basis for deductions in accordance with FAR Clause 52.246-4 (Deviation 2026-O0035), Inspection of Services - Fixed-Price, Section E.

B.12 Fully Loaded Pricing

a. Prices provided shall be fully loaded and no other allocations, fees, overheads, G&A, insurance, taxes, profits or any other markups shall be applied when an option is exercised or work is ordered for pre-priced work. Costs for technical specifications in Annexes 0100000 and 0200000 shall be considered overhead; therefore, their costs shall be allocated and included throughout the prices quoted for all other technical specifications.

b. Mobilization, Phase-In, And/Or Phase-Out: Pricing shall include applicable Mobilization, Phase-In, and/or Phase-Out costs. There are no separately priced CLIN for such costs; offerors may distribute these costs however the Offeror chooses in its proposal.

B.13 Indefinite Quantity Individual Contract Line Item Quantities:

The overall maximum dollar value/overall maximum not-to-exceed (NTE) amount of the contract is the total dollar value of the recurring services and non-recurring services for all CLINS for the base period and all option periods. Once the estimated quantities for individual line items shown in the Schedule have been ordered, additional quantities may be ordered as long as the overall NTE amount of the contract is not exceeded and the Contractor agrees by signing the task order. The overall NTE amount shall not be exceeded except as may be provided by formal modification to the contract.

B.14 Unit Prices For Labor:

a. A portion of the work included in the scope of this contract cannot be identified in advance in sufficient detail to be as a Unit Price Task in this contract. Labor for this work will be ordered and paid for based on unit prices for labor proposed by the Contractor listed in the ELIN Schedule of Non-Recurring Quantity Work. This contract includes the requirement for a Service Contract Act composite rate, a Wage Rate Requirements Construction composite rate, and a CBA composite rate.

b. Estimated hours in the Schedule of Non-Recurring Quantity Work are a forecast of future requirements. These estimated hours are for performing "Non-Recurring Quantity Work" accomplished in the time period shown.

c. The Contractor shall enter, in the above described unit price proposal spaces, the unit price for performing composite labor, respectively. The composite labor prices shall include all direct and indirect costs associated with performing an hour of work under that ELIN. The composite labor price should be the Contractor's hourly craft wage adjusted to allow for the offerors work force productivity (i.e., the Contractor's estimate of how its' work force will perform in relation to the Means Facilities Cost Data and/or the Engineered Performance Standards). The Composite Labor Rate shall include all costs for preparation of the cost proposal, job preparation, travel, pre- expended bin materials and supplies, ordering and stockpiling job material, additional material handling, items of equipment necessary to perform work (I.e. bucket truck, lifting equipment, staging, etc.), profit, tools, equipment, field and home office overhead, clerical support, supervision, inspection, fees, taxes, licenses, bonds, permits, insurance, etc.

B.15 Period of Performance - Less than One Year:

Offer shall be submitted with the assumption that the performance of work during the base year will be for a period of one year. The contractor is cautioned to recognize that the initial term of the contract may be for a period of less than one year in accordance with the "Term of Contract" clause in Section F. In the event that the period of performance is less than one year, the Government will reduce the individual line item quantities to reflect work remaining in the contract term and no other adjustments to the pro-rated contract price will be made.

B.16 Order Issuance Procedures:

A task order for recurring services will be issued using DD Form 1449 "Solicitation/Contract/Order for Commercial Products and Commercial Services" at the time of award and at the time each option period is exercised.

Non-Recurring quantity work may be ordered at the prices offered two ways: 1) by the issuing activity using a DD Form 1449 "Solicitation/Contract /Order for Commercial Products and Commercial Services;" 2) by an authorized Government Commercial Purchase Card (GCPC) user through FedMall.

The Contractor is required to obtain FedMall access within 30 days of the base period of performance start date. The Contractor is required to ensure ELIN schedules are updated to support orders within any performance period. When receiving an order through FedMall, the Contractor shall provide the services at the applicable ELIN price without additional markup or handling fee. The FedMall Supplier Portal, https://www.suppliers.fedmall.mil, provides registration information and access to Web-Based Training.

The Government reserves the right to issue Blanket Task Orders (BTOs) with bulk funding for non-recurring work; however, performance of work shall not commence until written authorization is received from the Contracting Officer. Each issued BTO and subsequent work authorization will include a firm fixed- price not-to-exceed amount which can only be altered via BTO modification.

The Contractor is required to support monthly reconciliation of Blanket Task Orders to verify work completed, assurance of work completed within the limits of available funds, and remaining capacity.

B.17 Incorporation of Technical Proposal:

a. The Contractor's technical proposal, including revisions and amendments made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels, and trade backgrounds set forth in the technical proposal.

b. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.

B.18 Request For Proposals (RFP) Information/Clarification Questions:

Contractors are required to review the entire solicitation package before submitting questions. All questions must be submitted by email to krystal.s.goodman2.civ@us.navy.mil and pamela.a.waller2.civ@us.navy.mil at least 10 days before proposals are due, or the Government may not respond. This is the most efficient way to ensure all questions are addressed in a timely manner.

B.19 Request for Proposal (RFP) Files:

Solicitation opportunities are posted to the Contract Opportunities website (https://www.sam.gov) as mandated by our Agency. The RFP files, along with any amendments, are posted to the Procurement Integrated Enterprise Environment (PIEE) located at https://piee.eb.mil. PIEE automatically interfaces with SAM.gov. It is the sole responsibility of the Offeror to obtain the RFP files, along with any amendments, from PIEE and Offerors are advised to check PIEE on a regular basis as RFP documents could update daily.

It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.

B.20 Solicitation:

This solicitation incorporates by reference a Performance Work Statement (PWS) developed by using NAVFAC performance-based specifications. The PWS consists of Annexes 1, 2, 15, 16 and 17. The contractor will be required to meet the specifications in those Annexes per Section C of this solicitation.

B.21 Notice to Offerors:

Offerors are required to submit Section B, Contract Line Items (CLINs) Schedule, and Section J, Exhibit Line Items (ELINs) with their proposal. The total of the CLIN is equal to the sum of the ELINs as shown below:

CLINs	ELINs	CLINs	ELINs
0001	A001 through A005	0009	E001 through E005
0002	A700 through A713	0010	E700 through E713
0003	B001 through B005	0011	F001 through F005
0004	B700 through B713	0012	F700 through 713
0005	C001 through C005	0013	G001 through G005
0006	C700 through C713	0014	G700 through G713

0007	D001 through D005	0015	H001 through H005
0008	D700 through D713	0016	H700 through H713

B.22 Proposal Delivery:

In response to this request for proposal, the complete proposal shall include the Price Proposal and the Non-Price Factors Proposal, submitted in accordance with the Basis of Evaluation and Submittal Requirements for each Factor. Offerors shall submit an electronic copy of the proposal in accordance with the instructions below by the proposal due date.

Offerors shall only submit electronic proposals (.pdf and .xlsx format) in response to this solicitation. Only the PIEE Solicitation Module is authorized for the submission of electronic proposals in response to this solicitation. Proposals sent via a commercial carrier, such as Federal Express, hand carried or submitted electronically (i.e. via email) using other than the PIEE Solicitation Module will NOT be accepted.

Electronic proposal submissions should be no larger than 1.9 GB per file. Offerors shall ensure that the Government has received the electronic proposal prior to the date and time specified. PIEE Solicitation Vendor Access Instructions are provided via Attachment J-0200000-21. Offerors shall allow adequate time to upload files which may be slower for non-DoD users and to avoid other technical difficulties that may be encountered. Offerors are also responsible for submitting files in the format specified and consistent with requirements stated elsewhere in this solicitation. Files that cannot be opened or are otherwise missing the required content are the responsibility of the Offeror.

PIEE system will record the date and time of package submittal. The date and time of package submittal recorded in PIEE shall govern the timeliness of any proposal submission. PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED IN BLOCK 8 OF THE SF1449. Proposals not received by the time and date specified shall be treated in accordance with FAR 52.215-1 "Instruction to Offerors - Competitive Acquisition" and may be rejected.

Price information contained in the technical proposal will not be considered. Likewise, technical information contained in the price proposal will not be considered.

It is the sole responsibility of the Offeror to obtain the RFP files, along with any amendments, from Opportunities (www.sam.gov).

B.23 FAR 52.219-14 Limitations on Subcontracting requirements apply to this contract. The Contractor shall demonstrate compliance with FAR 52.219-14 by the end of the base term of the contract and then by the end of each subsequent option period. By submitting a proposal in response to this RFP, the Contractor agrees to provide payroll data, subcontractor/vendor paid invoices, and other financial record, if requested by the Contracting Officer, in order to substantiate contractor-submitted information in support of meeting the requirements of FAR 52.219-14.

Item	**Supplies/Service**	**Estimated Quantity**	**Unit**	**Unit Price**	**Amount**
0001	BASE YEAR - RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
0002	BASE YEAR - NON-RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		

Option Line Item 0003	OPTION YEAR 1 - RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
Option Line Item 0004	OPTION YEAR 1 - NON-RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
Option Line Item 0005	OPTION YEAR 2 - RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
Option Line Item 0006	OPTION YEAR 2 - NON-RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
Option Line Item 0007	OPTION YEAR 3 - RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
Option Line Item 0008	OPTION YEAR 3 - NON-RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort,	1	Task		

	South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price				
Option Line Item 0009	OPTION YEAR 4 - RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
Option Line Item 0010	OPTION YEAR 4 - NON-RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
Option Line Item 0011	OPTION YEAR 5 - RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
Option Line Item 0012	OPTION YEAR 5 - NON-RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
Option Line Item 0013	OPTION YEAR 6 - RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		

Option Line Item 0014	OPTION YEAR 6 - NON-RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
Option Line Item 0015	OPTION YEAR 7 - RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		
Option Line Item 0016	OPTION YEAR 7 - NON-RECURRING WORK Provide all labor, management, supervision, tools, material, equipment, and other items necessary to perform Base Operation Services (BOS) at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. See Attachment J-0200000-11. Pricing Arrangement: Firm Fixed Price	1	Task		

Section C - Description/Specifications/Statement of Work

C.2 REPORTING REQUIREMENTS

A detailed report allocating value of work/quantities performed by Contract Line Items CLINs)/Sub-Line Items (SLINs) identified in the schedule and any accompanying Exhibits with Exhibit Line Items (ELINs) is to be submitted monthly, including all Recurring and Non-Recurring Work items completed. The Contracting Officer shall be notified when 75% of any Non- Recurring Line Item (CLIN/SLIN/ELIN) is reached.

C.3 Government Purchase Card Program. The contractor shall accept orders placed by authorized GPC users. The Government Purchase Card is a purchasing instrument issued through a commercial bank to a Government Agency to facilitate micro purchases. A micro purchase is any order for supplies in the amount of $10,000.00 or less, services of $2,500.00 or less, or order for construction services of $2,000.00 or less. The Contractor processes micro purchases under the GPC program exactly as they would process a charge by an individual using a personal credit card.

a. Limitation of GPC Pricing for IQ Work: The Contractor shall be required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card Program. The Contractor shall be required to offer the pre-priced IQ line item services, at the same prices in accordance with the schedule of pricing information, Section B and Exhibits (if any). Contractor is responsible for tracking quantities and reporting total used each month and year to date to the Contracting Officer by the fifth day of each month. See Section H for additional details.

C.4 ADDITIONAL REPORTING REQUIREMENTS (Enterprise-wide Contractor Manpower Reporting Application (ECMRA).

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contractor via secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://sam.gov/SAM.

Reporting inputs will be for the labor executed during the period of performance during each Governmental fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://sam.gov/SAM.

ANNEXES - SECTION C

This is a performance-based contract which incorporates performance-based specifications by reference as if they were fully set forth herein.

Attachment "N4008526R0033 Section C ANNEXES" is hereby incorporated by reference and includes the following performance-based Section C Annexes:

0100000 C - General Information
0200000 C - Management and Administration
1502000 C - Facility Investment

1503000 C - Pest Control

1602000 C - Electrical

1700000 C - Base Support Vehicles and Equipment

Requirements

Marine Corps Air Station (MCAS) Beaufort and Laurel Bay Base Operation Support

Section D - Packaging and Marking

Section E - Inspection and Acceptance

E.1 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

E.2 CONTRACTOR QUALITY CONTROL (QC)

a. The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.212-4(b) (DEVIATION 2026-O0038) Inspection, to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the preaward survey.

b. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

c. The QCP shall include:

(1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extend of their authority.

(3) Provisions for recording the results of inspections and for recording corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

d. A file of all Quality Control inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to completion/termination of the contract.

E.3 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.212-4(b) (DEVIATION 2026-O0038) Inspection, each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause in Section H, Paragraph H5. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

E.4 PERFORMANCE EVALUATION MEETINGS

a. The Contractor shall meet with the Government's representative monthly during the first 3 months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than quarterly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within 3 calendar days.

E.5 Government Performance Assessment

In accordance with FAR 52.212-4(b) (DEVIATION 2026-O0035) Inspection, each phase of services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government will employ a variety of inspection methods and frequencies in order to assess the degree to which all service deliverables conform to contract performance standards. The Government may vary these inspection methods/frequencies as

dictated by actual performance status. The results of all inspections will be documented and submitted to the Government Performance Assessment
Board for periodic review, as set forth in the Government's Performance Assessment Plan.

The Government's Performance Assessment Plan is not a substitute for Contractor quality control. Government Performance Assessment Representatives will regularly assess deliverables for conformance to contract
performance objectives and standards. If a performance inconsistency is apparent in the basic service deliverable (e.g., sightly appearance of improved grounds), inspection will then be focused on component elements of the
deliverable (e.g., mowing, edging). For any non-conformances identified at this level, assessment may then include review of Contractor material representations (e.g., Quality Management System).

Performance assessments will be used as input into any Award Option and/or Award/Incentive Fee decisions, the performance documentation requirements of FAR 42.15, and to substantiate any findings of nonconforming services in accordance with FAR 52.212-4(b) (DEVIATION 2026-O0038).

Government performance assessment will also address any risks associated with future service deliverables. Current performance status, process outputs, trend data, and the material representations of the Contractor's
technical proposal will all be considered as necessary in determining the likelihood of achieving required performance outcomes for deliverables that are not yet completed.

In the event the Government performance assessment indicates a high risk of future non-conforming services outcomes, the Contractor will be required to take pre-emptive/corrective action. The Contractor may receive reduced/negative performance evaluations until such time as quality control is restored and performance risks are mitigated.

Any non-conforming deliverables will be identified during periodic performance assessment meetings, and form the basis for price reduction or other consideration in accordance with FAR 52.212-4(b) (DEVIATION 2026-O0038). Any such adjustments will be processed by the Contracting Officer and result in a formal contract modification.

Section F - Deliveries or Performance

SECTION F ANNEXES

This is a performance-based contract which incorporates performance-based specifications by reference as if they were fully set forth herein.

Attachment "N4008526R0033 Section F ANNEX" is hereby incorporated by reference and includes the following performance-based Section F Annexes:

0200000 F - Management and Administration
1502000 F - Facility Investment

1503020 F - Pest Control

1602000 F - Electrical

1700000 F - Base Support Vehicles and Equipment

F.2 PERFORMANCE PERIOD OF CONTRACT

The contract term shall be for a period of 12 months commencing 90 days after notice/date of award. The Government has the option to extend the term of the contract in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT - FAR 52.217-9 clause, Section I". In the option periods the Government will adjust the prices, as required, based on new Department of Labor Wage Rate Determinations.

F.3 LOCATION

a. Location. All work is primarily located at Marine Corps Air Station (MCAS) Laurel Bay (LB), Laurel Bay Schools, Beaufort, South Carolina, Townsend Bombing Range Shellman Bluff, Georgia, and outlying areas supported by the installations. Work can be added for locations within a 50-mile radius.

i. Should these areas be added it will be in accordance with FAR 52.214-4(d) (DEVIATION 2026-O0038) Changes. They may be added by a modification to the contract and at the discretion of the Contracting Officer.

Section G - Contract Administration Data

G.1 - Contract Administration

This solicitation will result in the award of one contract. Upon award of this contract, Contract Administration shall be assigned to the following Facilities Contracting Department:

Naval Facilities Engineering Command Mid-Atlantic ROICC Beaufort South Carolina

Beaufort, SC 29904

G.2 - Release of Claims

The contractor shall, with the final invoice for the base term and each option period, provide a release of claims worded similar to the following:
The undersigned Contractor does, and by the receipt of said sum shall for itself, its successors and assigns, remise, release and forever discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations and claims whatsoever in law and in equity under or arising today out of said contract.

G.3 - Contracting Officer Authority

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

G.4 - Substitution of Key Personnel

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

DFARS PGI 204.202-77 (Deviation 2026-O0043) Payment Instructions

(a) Use payment instructions in contracts and orders that are funded by multiple accounting classification reference number (ACRN) citations and--

(1) Include deliverable line items or deliverable subline items (see FAR 4.202) that are funded by multiple ACRNs; or

(2) Authorize financing payments.

(b) Insert the table at paragraph (c) of this section in Section G of the contract, or equivalent. When some, but not all, of the fixed-price line items in a contract are subject to contract financing payments, the contracting officer must clearly identify to which line items the payment clause(s) included in Section I of the contract apply.

(c) The payment office must allocate and record the amounts paid from the ACRNs in the contract using table 204-1 based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort identified by the Product Service Code for each deliverable line item or subline item (see FAR 4.202-4).

Table 204-1

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions--Commercial Products and Commercial Services; 52.216-7, Allowable Cost and Payment; 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the line item billed.
52.232-1, Payments, 252.217-7007, Payments (vessel repair and alterations)	Navy Shipbuilding Invoice (Fixed Price)	X	X	N/A	Line item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds first. In the event of a deliverable line or deliverable subline item with two or more ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments Under Fixed-Price Research and Development Contracts;					Line item specific proration. If there is more than one ACRN within a deliverable line item or deliverable subline

52.232-3, Payments Under Personal Services Contracts; 52.232-4, Payments Under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments Under Communication Service Contracts With Common Carriers	Invoice	X	X	N/A	item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction and Facilities Management Invoice	N/A	N/A	X	Line item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds first. In the event of a deliverable line or deliverable subline item with two or more ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments (excluding contracts with multiple lot progress payments)	Progress Payment*	X	X	N/A	Contract-wide proration. Funds must be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress payments are considered contract level financing, and the "contract price" must reflect the fixed-price portion of the contract per FAR 32.501-3.
					Lot-wide proration (applies to lots specifically identified in the contract).

52.232-16, Progress Payments; 252.232-7018, Progress Payments--Multiple Lots	Progress Payment*	X	X	N/A	If there is more than one ACRN within a lot, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the lot for which payment is requested. See paragraph (c) of this section for multiple lot CLIN structure.
52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services; 52.232-30, Installment Payments for Commercial Products and Commercial Services	Commercial Product and Commercial Service Financing*	X	X	N/A	Specified in approved payment. The contracting officer must specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer must specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the administrative contracting officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation					

provision of the applicable contract financing clause (i. e., progress payment, performance-based payment, or commercial product and commercial service financing).

(c) The following example illustrates a contract with multiple lots. Note that each lot is specifically identified in Section B of the Schedule in the event lot-wide proration will be used in accordance with DFARS 252.232-7018, Progress Payments-Multiple Lots. Note also that cost-reimbursement line items are not included in the request for progress payment.

Section B - Supplies or services and prices/costs.

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Lot 1 (FYXX)				
0001	Lot 1 ABC Vehicle (FFP)				
0001AA	Lot 1 ABC Vehicles, Army (Procurement)	19	EA	$300,000	$5,700,000
0001AB	Lot 1 ABC Vehicles, Marine Corps (Procurement)	11	EA	$300,000	$3,300,000
0002	Data for Item 0001				NSP
0003	Lot 1 Initial Spares (FFP)				
0003AA	Lot 1 ABC Vehicle Initial Spares Army (See Exhibit C, $456,000) (Procurement)				
0003AB	Lot 1 ABC Vehicle Initial Spares Marine Corps (See Exhibit D, $264,000) (Procurement)				
0004	Lot 1 System Engineering and Program Management (CPFF)	1	Lot		Est. Cost: $167,400 Fixed Fee:

					$12,600
	OPTION ITEMS				
	Lot 2 (FYXY)				
1001	Lot 2 ABC Vehicles (FFP)				
1001AA	Lot 2 ABC Vehicles, Army (Procurement)	25	EA	$303,000	$7,575,000
1001AB	Lot 2 ABC Vehicles, Marine Corps (Procurement)	15	EA	$307,500	$4,545,000
1002	Data for Item 1001				NSP
1003	Lot 2 Initial Spares (FFP)				
1003AA	Lot 2 ABC Vehicle Initial Spares Army (See Exhibit E, $606,000) (Procurement)				
1003AB	Lot 2 ABC Vehicle Initial Spares Marine Corps (See Exhibit F, $363,600) (Procurement)				
1004	Lot 2 System Engineering and Program Management (CPFF)	1	Lot		Est. Cost: $225,432 Fixed Fee: $16,968

(End of instruction)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card.	May 2018		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

Completed at the Task Order Level

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

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(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

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

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

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	____
Issue By DoDAAC	____
Admin DoDAAC	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____

DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(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.

____

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Section H - Special Contract Requirements

H.1 HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

H.2 Non-Recurring Quantities

Once the estimated quantities for individual line items shown in the exhibit for the Non-Recurring portion have been ordered, additional quantities may be ordered as long as the overall Not-To-Exceed (NTE) amount of the contract per year is not exceeded, and the Contractor agrees by signing the task order.

H.3 FEDMALL

Contractor Support of Electronic Contracting (FedMall)

The contractor is required to offer non-recurring pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Governmentwide Commercial Purchase Card (GCPC) program. When receiving GCPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

The contractor agrees to accept and process electronically submitted GCPC orders for non-recurring services, including those orders issued through the FedMall. The FedMall is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DoD) or Federal activity to search for and order goods and services. Authorized GCPC users will receive approved accounts on FedMall to view and order non-recurring line items.

The contractor is required to receive electronic non-recurring orders from the FedMall using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the FedMall. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to contractors. The ECA program is designed to provide the mechanism for contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The contractor agrees to purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at http://iase.disa.mil/pki/eca/Pages/certificate.aspx.

The contractor shall post updates on order delivery schedule and performance to the FedMall in a timely manner.

The contractor shall track quantities and report total ordered quantity in FedMall and approved DD 1449's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and report when total dollar value of all orders from both GCPC purchases and DD 1449s exceed 75% of the combined Section B Pre-Priced Line Item quantities."

(c) The paragraphs above apply to both new solicitations and to existing contracts awarded without the FedMall clause and provision.

(d) FedMall orders will not exceed the SAT for services. FedMall orders for construction work is not allowed.

(e) Unless an exception in paragraph (f) below applies, no non-recurring orders will be accepted for processing through a NAVFAC contract's office that can be ordered directly by the client through FedMall unless approved by a waiver. It is the intent that IDNON-RECURRING contracts will be placed on FedMall. If a contract has been posted on FedMall and a client requests a task order be issued not using FedMall, a waiver by the Echelon III/IV CCO is required for each order. In no case shall the waiver process be utilized to provide a customer the flexibility to circumvent use of FedMall. Use of blanket delivery orders will only be utilized when a waiver has been granted by the Echelon III/IV CCO.

(f) An exception to paragraph (e) above may be made at the discretion of the contracting officer, in coordination with the appropriate technical authority, when:

(1) Service requirements warrant additional contractual and technical oversight due to complexity of the work involved (e. g., crane/technical/safety oversight or similar considerations); or

(2) The client does not have GCPC authority to place FedMall orders valued above the micro-purchase threshold.

Written justification by the contracting officer and appropriate technical authority shall be required prior to issuing a non-recurring order. The written justification shall be included in the contract file and a copy provided to the Echelon III/IV CCO to ensure this exception is applied prudently.

H.4 Wildlife Preservation

Before commencing work which may disturb wildlife, the Contractor shall obtain all necessary state, local, and federal permits.

H.5 Consequences Of Contractor's Failure to Perform Required Services

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.212-4(b) (DEVIATION 2026-O0038), Inspection and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require reperformance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) **PROCEDURES.** In the case of unsatisfactory or nonperformed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within **two** hours of notice to the Contractor. In the case of other work, corrective action must be completed within **twenty-four** hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **15** percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **15** percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **15** percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.212-4(m) (DEVIATION 2026-O0038), "Termination for cause." of Section I and all other remedies for default as may be provided by law.

Section I - Contract Clauses

CONFLICTS OF INTEREST

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the
restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	Jun 2020	Alternate I	Nov 2021
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		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038)	Feb 2026		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	Mar 2025	Deviation 2025-O0004	Mar 2025
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Deviation 2026-O0038)	Feb 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.224-3	Privacy Training.	Jan 2017		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.232-18	Availability of Funds.	Apr 1984		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-36	Payment by Third Party. (Deviation 2026-O0038)	Feb 2026		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		

52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7015	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		
252.205-7000	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		
252.219-7011	Notification to Delay Performance.	Jun 1998		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	May 2024		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.226-7001	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		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	Feb 2026	Deviation 2026-O0025	Feb 2026
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.216-18 Ordering. (Aug 2020)

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract completion date.

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $2500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $100,000;

(2) Any order for a combination of items in excess of $100,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

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

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

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

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

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

(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 before the contract expires.

(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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend 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 90 months.

(End of clause)

52.219-14 Limitations on Subcontracting (DEVIATION 2021-O0008) (Feb 2026) Deviation 2021-O0008 (Feb 2023)

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

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

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

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

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

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

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

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

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

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

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

☑ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Feb 2026)

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. (May 2014)

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

Employee Class	Monetary Wage-Fringe Benefits

Motor Vehicle Mechanic	WG 3, Step 3
Electrician, Maintenance	WG 4, Step 3
Heating, Ventilation And Air-Conditioning Mechanic	WG 4, Step 3
Pest Controller	WG 4, Step 2
Laborer	WG 2, Step 1
___	___
___	___

(End of clause)

52.223-3 Hazardous Material Identification and Safety Data. (Deviation 2026-O0038) (Feb 2026)

HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2026) (DEVIATION 2026-O0038)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*)	Identification No.
_____	_____
___	___
___	___

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-11 Ozone-Depleting Substances. (Deviation 2026-O0038) (Feb 2026)

OZONE-DEPLETING SUBSTANCES (FEB 2026) (DEVIATION 2026-O0038)

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

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(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):

FAR: https://www.acquisition.gov/browse/index/far

DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

NMCARS: http://www.secnav.navy.mil/rda/DASN-P/Pages/NMCARS.aspx

(End of clause)

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

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any DFARS and (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)

252.211-7003 Item Unique Identification and Valuation. (Jan 2023)

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier.*

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
___	___
___	___
___	___

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description

___ ___

___ ___

___ ___

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier*.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

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

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

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

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

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

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

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

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

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site /uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

252.219-7009 Section 8(a) Direct Award. (Oct 2018)

SECTION 8(a) DIRECT AWARD (OCT 2018)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Completed at time of award
____
____
____
[To be completed by the Contracting Officer at the time of award]

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that it will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8 (a) regulations at 13 CFR 124.515), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(End of clause)

252.219-7010 Notification of Competition Limited to Eligible 8(a) Participants-Partnership Agreement. (Oct 2019)

NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS-PARTNERSHIP AGREEMENT (OCT 2019)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by ____. *[Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified by SBA.]*

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Unless SBA has waived the requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall-

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers, see paragraph (d)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced by small businesses in the United States or its outlying areas.

(3) The requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause do not apply to construction or service contracts.

(e) The ____ *[insert name of SBA's contractor]* will notify the ____ *[insert name of contracting agency]* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.232-7007 Limitation of Government's Obligation. (Apr 2014)

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) ____*[Contracting Officer insert after negotiations]* is/are incrementally funded. For this/these item(s), the sum of $ ____ *[Contracting Officer insert after negotiations]* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

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

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

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the

performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

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

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

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

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

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

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

(End of clause)

Section J - List of Attachments

SECTION J- LIST OF ATTACHMENTS This is a performance-based contract which incorporates performance-based specifications by reference as if they were fully set forth herein.

The following attachments include all of the performance-based Section J Annex attachments and are hereby incorporated by reference:

0200000 J - Management and Administration

1502000 J - Facility Investment

1503020 J - Pest Control

1602000 J - Electrical

1700000 J- Base Support Vehicles and Equipment

J-0200000-04 Invoice Form

J-0200000-11 ELINs

J-0200000-13 Service Provider Information

J-0200000-14 Asset information

J-0200000-15 Asset Specification

J-0200000-18 Characteristics Meter Reading Information

J-0200000-21 PIEE Vendor Access Instructions

J-0200000-22 CBA-2026-360

J-0200000-03-01 Destructive Weather Operations

J-0200000-04 Invoice Form

J-0200000-06-01 - J-0200000-06-05 Furnished Inventory

J-0200000-12 Cybersecurity Program

J-0200000-12-01 FRCS Roles and Responsibilities
J-1502000-02 Historical Maintenance Spill Boil Equipment

J-1502000-04 - J-1502000-40 Facilities Investment Inventory

J-1502000-16 Lightning Arrestors and Grounding Devices Inventory

J-1502000-17-01 Tank Farm A Inventory

J-1502000-21-04 Daily HVAC Report

J-1502000-41 HERO System

1602000 J Electrical Inventory

1700000 J BSVE Inventory

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.223-1	Biobased Product Certification. (Deviation 2026-O0038)	Feb 2026		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

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

52.209-7 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)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

☐ (i) Paragraph (g) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐Use with Alternate I.

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

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

☐Use with Alternate I.

☐Use with Alternate II.

☐Use with Alternate III.

☐Use with Alternate IV.

☐Use with Alternate V.

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

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

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

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

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

(End of provision)

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

L.1 Contractor Proposal Certification:

Contractor is required to certify in writing on page 1 of the proposal the following:

_____ (Name of Offeror) warrants that its proposal _____ (of date or other Identifier) incorporated herein by reference, including, but not limited to, proposed approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in this contract during the execution thereof. The contractor is not excused from meeting such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objective.

L.2 Contractor Payment Schedule:

Reserved.

L.3 Inquiries:

All questions from offerors concerning any aspect of this request for proposal (RFP) must be submitted in writing. Prospective offerors are requested to submit written questions specifying the section and paragraph of the specification for which clarification is desired. All inquires will be answered in writing.

Telephone questions will not be entertained. Offerors are specifically cautioned that verbal discussions and replies to questions shall not have the effect of changing the provisions of the written RFP. All questions must be submitted at least 10 days before proposals are due, or the Government may not respond. This is the most efficient way to ensure all questions are addressed in a timely manner. Pre-Proposal Inquires shall be electronically sent to Krystal Goodman, Contract Specialist and Supervisory Contract Specialist Pamela Waller, at the following email address: krystal.s.goodman2.civ@us.navy.mil and pamela.a.waller2.civ@us.navy.mil

L.4 Disposition of Proposals:

Proposals from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

L.5 Content of Proposal:

Basis of Evaluation and Submittal of Each Factor.

(a) Non-price Factors Submission Requirements: The Offeror shall submit one (1) copy via PIEE to include all the solicitation submittal requirements identified below. See Section B.22 of this RFP for more information about submitting proposals via PIEE Solicitations. In addition, non-price/technical information included in the price proposal will not be considered, likewise, price information included in the non-price/technical proposal will not be considered. All required proposal documents shall be submitted in accordance with FAR 15.107.)

- 8 1/2 x 11 format;

- No smaller than 12-point Arial or Times New Roman font;

- 110-page limit (inclusive of all charts, forms and other documentation responsive to the solicitation requirements except as noted below), pages sequentially numbered;

- Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, Unique Entity Identifier (UEI) ID, Cage Code, Point of Contact and their phone and email address;

- Include only information in response to Factors 1, 2, and 3 separated by tabs, as applicable.

- Provide signed approved JV Agreement or SBA approved Mentor-Protege Agreement (if applicable) and;
- The non-price proposal shall include responses to each non-price factor as specified in Section M.

NOTE: Offerors are cautioned that merely repeating the Performance Work Statement (PWS), Performance Objectives with a statement of intent to perform does not reflect an understanding of the requirement or capability to perform and may result in finding that the proposal is Unacceptable for that factor.

The following are not included in the 110-page limitation: Price proposals, JV Agreements, and CPARS for Contracts submitted under Factor 2, Corporate Experience. Pages exceeding the 110-page limitation shall not be considered during evaluation of the proposal. Offerors are advised that some Factors include additional page limitations.

NOTE: The non-price proposal shall include submittals for each non-price factor as specified below:

(i) Price Submittal Requirements: The offeror shall submit one (1) electronic copy via PIEE to include all the solicitation submittal requirements identified below. See Section B.22 of this RFP for more information about submitting proposals via PIEE Solicitations. In addition, non-price/technical information included in the price proposal will not be considered, likewise, price information included in the non-price/technical proposal will not be considered. All required proposal documents shall be submitted in accordance with FAR 15.107.

Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, Unique Entity Identifier (UEI) ID, CAGE Code and Point of Contact (POC), with their Phone Number, and email address;

Executed SF1449. Offeror shall insert its company name, address and telephone number in Block #17A, acknowledge all amendments in Block #28 (if applicable), name and title of person authorized to sign Block #30A, signature in Block #30B, and offer date in Block #30C of the SF1449.Completed Section B (CLINs 0001 through 0016);

Attachment J-0200000-11 (Exhibits A through H). Pricing shall only go **to two decimal places.** This includes Offerors ensuring the Excel pricing cells do not include additional, hidden decimal places. **The proposal shall include this attachment as Microsoft Excel File;**

If applicable, where Exhibit Line Items/Sub Exhibit Line Items contain a **quantity of zero or a blank quantity, unit pricing shall be provided in the event future quantities are added**;

The Unique Entity ID and/or CAGE for all the Offeror's team members (e.g. partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the proposal; and

Completed Contractor Proposal Certification (See Section L, Paragraph 1).

SAM registration. Offeror shall ensure current registration on the SAM Website, www.sam.gov, including Annual Representations and Certifications are complete and updated for this procurement. If a Representation or Certification required by Section K of the RFP is not provided in SAM, include the representation or certification in your price proposal.

FAPIIS. Offeror shall ensure Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete, as required by FAR 52.209-7, Information Regarding Responsibility Matters.

VETS-4212 registration. Confirmation of filing of Veterans' Employment and Training (VETS-4212) for the 2025 filing cycle, if the Offeror is required to submit. Offeror shall ensure a current VETS-4212 report has been submitted to the Department of Labor (DOL) website, http://www.dol.gov/vets/vets4212.htm. An email confirmation of submission can be requested and received by the Offeror from the DOL website and submitted in the price proposal. If the Offeror is not required to submit a report to VETS-4212, include a brief statement and justification explaining why the Offeror is not required to submit a report. Visit the VETS-4212 website for

details concerning if your company is required to submit a VETS-4212 report and to request an email confirmation of submission.

The offeror shall provide the 10-character alphanumeric Cybersecurity Maturity Model Certification Unique Identifier (CMMC UID) to comply with DFARS 252.204-7021 - Contractor Compliance with the Cybersecurity Maturity Certification Level Requirements (Deviation 2026-O0025). This UID is generated by Supplier Performance Risk System (SPRS) after the contractor enters the results of their CMMC assessment.

All prospective contractors are required to register in the SPRS. Failure to have an active registration in the SPRS database at time of proposal submission will make an offeror ineligible for award. SPRS registration shall be maintained until time of award, during performance and through final payment.

All prospective contractors are required to comply with the National Institute of Standards and Technology (NIST SP 800-171) DoD Assessment.

An 8(a) small business joint venture Offeror must submit, with its offer, the representation in solicitation provision 52.219-1, Small Business Program Representations, for the following categories:

(A) Small business;

(B) Service-disabled veteran-owned small business;

(C) Women-owned small business (WOSB) under the WOSB Program;

(D) Economically disadvantaged women-owned small business under the WOSB Program; or

(E) Historically underutilized business zone small business.

ADDITIONAL INFORMATION TO BE SUBMITTED WITH PRICE PROPOSAL PACKAGE:

RESPONSIBILITY DETERMINATION INFORMATION In order to be eligible for award, the Offeror must be determined responsible in accordance with FAR Part 9, specifically 9.104-1, General Standards. In a separate tab, the offeror shall provide the following information in the price proposal package:

1. Provide name of financial institution, point of contact, telephone number, and email address. Provide a signed statement of release giving the reference permission to release the information to the Navy.

2. One (1) signed bank reference demonstrating adequate financial resources. If the Offeror's firm has a line of credit, provide information on how many figures Offeror can borrow against the line of credit (i.e. medium 6 figures - exact line of credit is not required).

3. The Offeror shall provide the latest three complete fiscal year financial statements for the prime contractor, certified by an independent accounting firm, if practicable, or signed by an authorized officer of the organization. Submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract. For Joint Venture arrangements, submit the latest three complete fiscal year financial statements for each company in the Joint Venture and discuss the financial responsibilities among the companies. The Government may also utilize Dun & Bradstreet reports to evaluate the financial capacity of the Offeror.

4. Description of Offeror's facilities and equipment

5. Other Offeror's work presently under contract.

Offerors are not required to submit financial information as detailed in the price submission instructions via PIEE Solicitation Module. Should the Offeror choose not to submit the above detailed Responsibility Determination Information via PIEE Solicitation Module, it shall be submitted via email to the Government's point of contact identified in Factor 4, Past Performance.

Although required to be submitted with Offeror's price proposal, this information will not be evaluated as part of the price proposal. This information will be used as the basis of your firm's responsibility determination should your firm be considered for award.

L.6 SITE VISIT

TO BE DETERMINED.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		
52.237-1	Site Visit.	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026

FAR Clauses Incorporated by Full Text

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):

FAR: https://www.acquisition.gov/browse/index/far

DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

NMCARS: http://www.secnav.navy.mil/rda/DASN-P/Pages/NMCARS.aspx

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any DFARS and (48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: *CMMC Level 2 (Self)*. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2024-O0007) (May 2024) Deviation 2024-O0007 (Feb 2024)

REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2024-O0007)(FEB 2024)

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

“Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

“Non-Government sales” means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

“Relevant sales data” means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

“Sufficient non-Government sales” means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by FAR 15.404-1(b)(2)(ii)(B).

“Uncertified cost data” means the subset of “data other than certified cost or pricing data” (see FAR 2.101) that relates to cost.

(b) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in paragraphs (b)(1)(i) and (ii) of this provision. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted and whether the price is fair and reasonable.

(i) *Exception for price set by law or regulation - Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the Offeror shall submit, at a minimum, information that is adequate for evaluating the reasonableness of the price for this acquisition, including prices at which the same item or similar items have been sold in the commercial market. Such information shall include-

(A) For items previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;

(B) For items priced based on a catalog-

(1) A copy of or identification of the Offeror's current catalog showing the price for that item; and

(2) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(C) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description;

(D) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item; or

(E) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

(c) *Requirements for certified cost or pricing data.* This acquisition is accomplished under the authority of section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232), as amended by section 825 of the NDAA for FY 2020 (Pub. L. 116-92), section 818 of the NDAA for FY 2023 (Pub. L. 117-263), and section 841 of the NDAA for FY 2024 (Pub. L. 118-31). The intent of this pilot program is to test the efficacy of basing price reasonableness determinations primarily on actual costs of performance for prior purchases of the same or similar products for the Department of Defense. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) In lieu of providing complete cost or pricing data, as defined in FAR 2.101, the Offeror shall submit a subset of cost or pricing data and supporting attachments as follows: ____ [*Contracting Officer shall list the specific cost or pricing data deemed necessary to establish price reasonableness for this acquisition, and describe the required submission format for each type of data. At a minimum, the Contracting Officer shall identify the specific prior DoD purchases of the same or similar products for which the Offeror is required to submit the actual cost of performance. The Offeror is not required to submit cost or pricing data that is not listed within this provision. If the Contracting Officer finds that additional cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer shall issue an amendment to the solicitation, revising this paragraph as needed to require the submission of the additional data.*]

(2)(i) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, using the following language:

Certificate of Current Cost or Pricing Data for Acquisitions Accomplished under the Authority of Section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019, as amended by Section 825 of the NDAA for FY 2020, Section 818 of the NDAA for 2023, and Section 841 of the NDAA for FY 2024

This is to certify that, to the best of my knowledge and belief, the cost or pricing data required by the provision at 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION 2024-O0007) of the Request for Proposal for this action, and submitted either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of ____* are accurate, complete, and current as of ____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

Firm ____

Signature ____

Name ____

Title ____

Date of execution***____

*Identify the proposal involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(ii) The certificate does not constitute a representation as to the accuracy of the Offeror's judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment should be clearly understood. With respect to the certified cost or pricing data required by paragraphs (c)(1) or (e) of this provision (as revised by solicitation amendment, if applicable), if the Offeror had information reasonably available at the time of agreement showing that the negotiated price was not based on accurate, complete, and current data, the Offeror's responsibility is not limited by any lack of personal knowledge of the information on the part of its negotiators.

(iii) The Contracting Officer and Offeror are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates applicable to the certified cost or pricing data required by paragraphs (c)(1) or (e) of this provision should be included as part of the data submitted with the proposal and, before agreement on price, data should be updated by the contractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data may not be reasonably available before normal periodic closing dates (e.g., actual indirect costs). Data within the Offeror's or a subcontractor's organization on matters significant to contractor management and to the Government will be treated as reasonably available, if that data was required to be submitted by paragraph (c)(1) or (e) of this provision. What is significant depends upon the circumstances of each acquisition.

(iv) Possession of a Certificate of Current Cost or Pricing Data is not a substitute for examining and analyzing the Offeror's proposal.

(v) If certified cost or pricing data are requested by the Government and submitted by the Offeror, but an exception is later found to apply, the data shall not be considered certified cost or pricing data and shall not be certified in accordance with this subsection.

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-1(c)(1).

(d) *Requirements for data other than certified cost or pricing data.*

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include all data necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in DFARS 215.402(a)(i) and 215.404-1(b).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) The Offeror shall provide information described as follows: ____ [*Insert description of the data and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3*].

(4) Within 10 days of a written request from the Contracting Officer for additional information to support proposal analysis, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(5) *Subcontract price evaluation.*

(i) The Offeror shall obtain from subcontractors the minimum information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost information may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary—

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented, but excluding paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(e) *Subcontracts.*

(1) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has been flowed down, in lieu of the requirements in paragraphs (a) and (b) of the clause at 52.215-12, Subcontractor Certified Cost or Pricing Data, of this solicitation, the Offeror shall require the subcontractor to submit a subset of cost or pricing data (actually or by specific identification in writing) as follows:

(i) ____
____
____

[*Contracting Officer shall add paragraphs as necessary to identify each first-tier subcontract to which the authority of the Section 890 pilot has been flowed down, and the specific certified cost or pricing data required for each subcontract. Contracting Officer shall list the specific cost or pricing data deemed necessary to determine that the price is fair and reasonable for each subcontract, and describe the required submission format for each type of data. The type and extent of data required may differ based on the dollar value of the subcontract proposal, or other appropriate considerations. At a minimum, the Contracting Officer shall identify the specific prior subcontracts awarded in support of the DoD purchases of the same or similar products for which the subcontractor is required to submit the actual cost of performance. The Contracting Officer shall specify whether the authority of the Section 890 pilot is further flowed down to any lower-tier subcontract pertaining to each first-tier subcontract. Where the pilot authority is flowed down to lower-tier subcontracts, the Contracting Officer shall describe the specific certified cost or pricing data that is to be provided by each affected lower-tier subcontractor. The subcontractor and lower tier subcontractors to which the pilot authority is flowed down are not required to submit certified cost or pricing data that is not listed within this provision. If the Contracting Officer finds that additional certified cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer shall issue an amendment to the solicitation, revising this paragraph as needed to require the submission of the additional data.*]

(ii) In the event a subcontractor denies the Offeror access to the data described in paragraph (e)(1)(i) of this provision, the data may be provided directly to the Contracting Officer.

(iii) If a subcontractor is unable to provide the extent of historical actual cost experience required by paragraph (e)(1)(i), then the Offeror shall require the subcontractor to provide certified cost or pricing data in accordance with paragraph (e)(2) of this clause.

(iv) The Offeror shall require the subcontractor to certify in substantially the form prescribed in paragraph (c)(2) of this provision that, to the best of its knowledge and belief, the data submitted under paragraph (e)(1)(i) of this provision were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract.

(2) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has not been flowed down, the Offeror shall require the subcontractor to provide certified cost or pricing data in accordance with the clause at 52.215-12, Subcontractor Certified Cost or Pricing Data, of this solicitation and shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of the clause at 52.215-12 were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Section M - Evaluation Factors for Award

BASIS FOR AWARD

M.1 Basis for Award

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value--the proposal most advantageous to the Government, price and other factors considered.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.202(a)(2)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer 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 Contracting Officer 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.

3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. As stated in the solicitation, all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price.

5. Any proposal found to have a Deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the Deficiency is corrected through discussions. An Unacceptable rating in any of the non-price factors will result in an overall rating of Unacceptable for the non-price factors, unless corrected through discussions. Proposals may be found to have either a Significant Weakness or multiple Weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified Weakness(s) and the associated risk to successful contract performance resulting from the Weakness (s). This assessment must provide the rationale for proceeding to award without discussions.

M.2 Evaluation Factors for Award

1. The solicitation requires the evaluation of price and the following non-price factors:

Factor 1 - Management Approach

Factor 2 - Corporate Experience

Factor 3 - Safety

Factor 4 - Past Performance

Note: The distinction between experience and past performance is that corporate experience pertains to the volume of work completed by a contractor that is comparable to the types of work described under the definition of recent, relevant contracts, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. All technical factors are of equal importance to each other and when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating when combined are approximately equal to price.

The importance of price will increase if the Offerors' non-price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-price proposal's superiority to the Government. Award will be made to the responsible Offeror whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

(i) Comparison of proposed prices received in response to the RFP.

(ii) Comparison of proposed prices with the IGCE.

(iii) Comparison of proposed prices with available historical information.

(iv) Comparison of market survey results.

Proposals will be evaluated for completeness and reasonableness as follows:

(1) Completeness. All pricing information required by the solicitation has been provided, all mathematic computations are correct and the pricing application understood, prices are on an "all or none" basis, and failure to submit a price on an item or a number of items may cause this factor and the entire offer to be determined unacceptable.

(2) Reasonableness. Price analysis comparisons indicate the offered price to be fair and reasonable, balanced across option years, and balanced amongst all Recurring and Non-recurring Exhibit Line Items.

Unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined unacceptable.

(b) Non-Price Factors:

(1) **Factor 1, Management Approach:**

(i) Solicitation Submittal Requirements:

The Offeror shall submit a narrative response that clearly demonstrates its understanding of and approach to accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement. Each of the topics below shall be included in the narrative and tabbed in the non-price proposal and discussed separately. Your narrative for this Factor shall be no more than 25 single-sided pages.

a. Phase-In Transition Plan. The phase-in transition period is 90 days as per F.2 of the RFP. Describe what you will do to "start-up" performance in accordance with the contract requirements.

1. Include a schedule of phase-in key events that starts on the first day of the transition period and goes to the 90th day. In addition to the key events, your schedule shall address the Section F Deliverables submission requirements.

2. Provide a phase-in transition plan narrative that includes, but is not limited to:

a. The roles and responsibilities of personnel involved in the phase-in period;

b. Your plan to complete personnel/staffing actions; and

c. Your plan to have on hand adequate equipment/material to begin services on the start date of the period of performance.

NOTE: The incumbent contractor shall address the required elements of the Phase-in Transition Plan tailored to how they will successfully continue services while meeting new contract requirements.

b. Workforce Management. For each of the following, clearly:

1. Describe how you will staff the organization including lines of management authority, supervision, span of control and accountability, including the relationship between overall management (corporate and on-site), administration, affiliates/subsidiaries/parent/LLC/LTD member companies, and subcontractors. Also, describe the controls and/or processes in place to ensure continuity of services that addresses staff and technician training; staff recruitment, retention and replacement; staffing contingencies during times of surge work to provide service requirements noted in Annex 1502000 Facility Investment, Annex 1503060 Pavement Clearance, and 1700000 BSVE in this solicitation. The narrative shall include, at a minimum, Project Manager, Quality Manager, Site Safety and Health Officer, and on-site supervisor(s) and to whom they will report directly to for this contract. Your proposal shall be compliant with and demonstrate an understanding of the reporting and dual-hatted personnel restrictions in Section C, Annex 0200000, Management and Administration Spec Item 2.7.1 Key Personnel and its Sub-annexes 2.7.1.1 through 2.7.1.6.

2. Describe the controls and/or processes you will have in place to ensure your ability to provide the necessary materials (in accordance with the solicitation; Annex 0200000 Management and Administration, Spec Item 2.5 Contractor Furnished Items; Annex 1502000 Facility Investment, Spec Item 2.3.1 Workmanship and Material Standards; Annex 1602000 Electrical, Spec Item 2.3.1 Work Coordination; and Annex 1700000 BSVE, Spec Item 2.3.3.5 Replacement Material, Parts, and Equipment), complete and ready for use, at the start of the contract period. Your proposal shall demonstrate a reasonable plan for having equipment to perform the contract requirements in place to commence work on the performance start date.

3. Describe your plan to recruit and maintain a qualified workforce.

4. Describe your methodology for managing and performing the large-scale IMP and PM programs required by and compliant with Annex 1502000 Facility Investment, Annex 1503060 Pavement Clearance, Annex 1602000 Electrical, and 1700000 BSVE. The narrative shall address, at a minimum, your detailed plan for data workflow and management as required in Section C, Annex 0200000, Spec Items 2.6.8 and Spec Item 2.6.9, it's sub-Spec Items, and any referenced Section J Attachments.

5. Describe your plan to manage competing priorities, including surges, for non-recurring task orders at various locations in this contract, without adversely affecting recurring work.

6. Describe the work to be performed as the prime contractor (self-performed) as well as work to be performed by each subcontractor proposed. The work to be performed, the subcontractors to be utilized, and their roles, shall be clearly identified. Offerors are advised they will be responsible for being compliant with FAR 52.219-14, Limitation on Subcontracting, during contract performance. NOTE: The Offerors shall clearly state in their narrative if they plan to self-perform 100% of the work as the prime.

c. Quality Management. Provide a summary of your "Quality Management System" (QMS). Your summary shall address:

1. The practices and resources you will use to ensure full compliance with all Performance Objectives and Performance Standards as described in Section C, Annex 0200000 - Management and Administration).

2. Your plan to implement, audit, surveil, and inspect work performance and your strategy for taking corrective action when necessary.

3. Specific quality control processes and procedures proposed for this contract to ensure successful performance for all deliverables of this contract.

4. Methods to be used to document, measure, control, and improve the quality management processes.

5. Your plan for training employees in the quality management processes.

6. The processes that will be used to ensure consistent satisfactory performance of subcontractors.

7. A description of their roles and responsibilities of the quality control manager and any other key personnel responsible for the quality control program.

8. A quality control process chart showing the inter-relationship of the management and lines of authority for all quality management personnel.

9. For Offerors that are joint ventures and/or teams with offices in a variety of locations, describe how the QC effort will be implemented across the various team offices. Describe from which office the QC program will be managed/coordinated and the plan/methods to ensure effective QC and communication between offices.

(ii) Basis of Evaluation:

The Management Approach factor shall be evaluated based upon the following criteria. The proposal provides a feasible management approach with the capability to, at least, meet solicitation performance objectives and standards.

a. Phase-In Transition Plan: The Government will evaluate the feasibility of the Offeror's Phase-In Transition Plan as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The following will be evaluated to determine feasibility:

1. your schedule of key events that is compliant with the solicitation requirements and includes Section F Deliverables submission requirements,

2. a. the roles and responsibilities of personnel involved in the phase-in period,

b. your plan to complete personnel/staffing actions,

c. your plan for having equipment/material to begin services on the start date of the period of performance.

Note: The evaluation of the incumbent contractor's Phase-in Transition Plan shall be focused on how they will successfully continue services while meeting new contract requirements.

Failure to address any of the information requested in Solicitation Submittal requirements, paragraph a **may result in a lower rating**.

b. Workforce Management. The Government will evaluate the feasibility of the Offeror's workforce management narrative as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The following will be evaluated to determine feasibility:

1. Your plan to staff the organization including lines of management authority, supervision, span of control and accountability, including the relationship between overall management (corporate and on-site), administration, affiliates/subsidiaries/parent/LLC/LTD member companies, and subcontractors. The controls and /or processes you will put in place to ensure continuity of services that addresses staff and technician training; staff recruitment, retention and replacement; staffing contingencies during times of surge work to provide service requirements noted in Annex 1502000 Facility Investment, Annex 1503060 Pavement Clearance, and 1700000 BSVE in this solicitation. Your proposal's compliant with and demonstrate an understanding of the reporting and dual-hatted personnel restrictions in Section C, Annex 0200000, Management and Administration Spec Item 2.7.1 Key Personnel and its Sub-annexes 2.7.1.1 through 2.7.1.6.

2. Your controls and/or processes you will put in place to ensure your ability to provide the necessary materials (in accordance with the solicitation; Annex 0200000 Management and Administration, Spec Item 2.5 Contractor Furnished Items; Annex 1502000 Facility Investment, Spec Item 2.3.1 Workmanship and Material Standards; Annex 1602000 Electrical, Spec Item 2.3.1 Work Coordination; and Annex 1700000 BSVE, Spec Item 2.3.3.5 Replacement Material, Parts, and Equipment), complete and ready for use, at the start of the contract period. Your reasonable plan for having equipment to perform the contract requirements in place to commence work on the performance start date.

3. Your plan to recruit and maintain a qualified workforce.

4. Your methodology for managing and performing the large-scale IMP and PM programs required by and compliant with Annex 1502000 Facility Investment, Annex 1503060 Pavement Clearance, Annex 1602000 Electrical, and 1700000 BSVE. The narrative shall address, at a minimum, your detailed plan for data workflow and management as required in Section C, Annex 0200000, Spec Items 2.6.8 and Spec Item 2.6.9, it's sub-Spec Items, and any referenced Section J Attachments.

5. your plan to manage competing priorities, including surges, at various locations in this contract.

6. the work to be performed as the prime contractor (self-performed) as well as work to be performed by each subcontractor proposed.

Failure to address any of the information requested in Solicitation Submittal requirements, paragraph b **may result in a lower rating**.

c. **Quality Management.** The Government will evaluate the feasibility of the Offeror's "Quality Management System" (QMS) summary, a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The following will be evaluated to determine feasibility:

1. the practices and resources you will use to ensure full compliance with all Performance Objectives and Performance Standards as described in Section C, Annex 0200000 - Management and Administration.

2. your plan to implement, audit, surveil, and inspect work performance and your strategy for taking corrective action when necessary.

3. your specific quality control processes and procedures proposed for this contract to ensure successful performance for all deliverables of this contract.

4. your plan for training employees in the quality management processes.

5. the processes that will be used to ensure consistent satisfactory performance of subcontractors.

6. methods to be used to document, measure, control, and improve the quality management processes.

7. your description of their roles and responsibilities of the quality control manager and any other key personnel responsible for the quality control program.

8. a quality control process chart showing the inter-relationship of the management and lines of authority for all quality management personnel.

9. for Offerors that are joint ventures and/or teams with offices in a variety of locations, describe how the QC effort will be implemented across the various team offices. Describe from which office the QC program will be managed/coordinated and the plan/methods to ensure effective QC and communication between offices.

Failure to address any of the information requested in Solicitation Submittal requirements, paragraph b **may result in a lower rating**.

A Quality Management System that fails to demonstrate a sufficient response to quality controls **may result in a lower rating**.

An Offeror that receives a CPARS Overall Quality Rating of Very Good or better, or an average rating of Very Good or better in "Section 1. Quality" in its Past Performance Questionnaire, for the contract submitted under Factor 2, Corporate Experience, **may be rated higher**.

A Quality Management System demonstrates an approach to quickly and successfully correct inadequacies in quality of performance **may result in a higher rating.**

(2) **Factor 2, Corporate Experience:**

(i) Solicitation Submittal Requirements: The Offeror shall submit the following information. Submit a minimum of one (1) up to a maximum of five (5) contracts that best demonstrate the relevant prime contractor experience of the Offeror and/or the Offeror's corporate affiliate(s) that are similar in Size and Scope /Complexity to the work requirements as defined below. Experience of the Offeror or its corporate affiliate(s) performed as a subcontractor will not be considered. Contracts submitted in excess of the maximum will not be considered. Additionally, the Government will consider only the first five contracts if more are submitted.

For the purposes of this evaluation, a relevant contract is further defined as follows:

Size: A contract with a yearly value of at least $5,000,000 for recurring services.

Scope/Complexity: In addition to meeting the Size, each contract submitted does not require demonstrated experience with all of the following, but, collectively they shall demonstrate experience with labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide services as described in the Performance Work Statement (PWS) for ALL of the following: Facility Investment (Sub-Annex 1502000), Pest Control (Sub-Annex 1503020), Electrical (Sub-Annex 1602000), and Base Support Vehicle and Equipment (BSVE) (Annex 1700000).

The attached Corporate Experience Data Sheet (Attachment J-0200000-19) is MANDATORY and SHALL be used to submit contract information. Offerors are only permitted to submit one contract per Corporate Experience Data Sheet. If the Offeror submits more than one contract on one Corporate Experience Data Sheet, the contract will be considered Not Relevant. The Government will not consider information submitted in addition to this form nor will the Government consider information submitted via any other medium. Individual blocks on this form may be expanded; however, total length for each Corporate Experience Data Sheet shall not exceed three (3) single-sided pages. If more than three (3) single-sided pages are submitted, the Government will only consider the first three (3) single-sided pages.

Contracts submitted for the Offeror shall be ongoing (having been performed for a period of at least one year from the date of issuance of this solicitation) or completed within the past five (5) years of the date of issuance of this solicitation. Contracts with periods of performance beyond one year shall be clearly defined as multi-year contracts or as base contracts with option periods. If the contract has option periods, state which contract period is in progress (e.g. base, 1st option, etc.). If the Corporate Experience Data Sheet does not clearly

demonstrate that the contract meets the above requirements, the Government may deem the contract Not Relevant.

For all submitted contracts, the description of the contract shall clearly describe the scope of work performed and the relevancy to the requirements of this RFP as it relates to Size and Scope/Complexity, as defined above, or the Government may consider the contract Not Relevant. If an Offeror intends to submit recurring work completed/issued off an Indefinite Quantity/Indefinite Delivery (IDIQ) contract as a qualifying contract, the Offeror is limited to submitting the IDIQ contract itself. The Government will not consider or evaluate any task orders whether submitted individually or collectively.

In accordance with 13 CFR 125.2(g), Offerors may utilize the prime contractor experience of a small business first-tier subcontractor(s) to demonstrate experience under this evaluation factor if that Offeror cannot independently satisfy the experience requirement as defined above. In order to utilize the experience of a small business first-tier subcontractor(s), the offeror must specifically identify the proposed small business first tier contractor(s) in its proposal in accordance with this Factor. The Offeror or its small business first-tier subcontractor, shall have been the prime contractor on all submitted contracts. The Offeror is not permitted to use the experience of a large business subcontractor or large business corporate affiliate in place of its own experience if the Offeror cannot independently satisfy the experience requirement as defined above.

If the offeror is a Joint Venture (JV), relevant experience should be submitted for contracts completed by the JV entity. If the JV does not have shared experience, contracts may be submitted for each JV member. Offerors who fail to submit experience for all JV members may be rated lower (except for offerors covered by Mentor-Protege Agreements approved by the Small Business Administration or pursuant to 13 CFR 125.2(g)). If the Offeror is submitting experience for individual JV partners in which the company was a partner in a different JV entity, the Offeror must specifically address what portion of the work under the submitted contract was performed by the JV partner offering on this contract and demonstrate that the work meets the Size and Scope /Complexity as defined above, or the contract will be considered Not Relevant. Offerors are still limited to a total of five (5) contracts combined.

Offerors proposing as Mentor-Protege Joint Ventures shall provide a copy of the letter from SBA approving their Mentor-Protege Agreement and submit their proposal in accordance with SBA regulations for approved Mentor-Protege agreements. Failure to provide a copy of the SBA approval letter will result in a Deficiency.

Offerors that are not submitting as a JV may submit a contract where it performed as a JV with another entity but must clearly demonstrate how it works on that contract met Size and Scope/Complexity, as defined above, or the contract will be considered Not Relevant.

<u>If an Offeror is utilizing experience of corporate affiliates (affiliates/subsidiaries/parent /LLC/LTD member companies (name is not exactly as stated on the SF1449)) or first-tier small business sub-contractors (pursuant to 13 CFR 125.2(g)</u>:

The Offeror shall submit a signed copy of the partnership agreement, teaming agreement, or letter of commitment. The copy shall be signed by both the Offeror and the corporate affiliate or first-tier small business sub-contractor.

- The proposal shall include a narrative that clearly demonstrates that the corporate affiliates or first-tier small business sub-contractors will have meaningful involvement in the performance of the contract. The following shall be included in the narrative:

- The named and specific technical resources (e.g., personnel, management, equipment) committed to the performance of this contract and that those resources will be located at the worksites and company offices in the city/areas of this contract.

- A description of the specific roles of the corporate affiliates or first-tier small business sub-contractors in terms of the work it will either self-perform or manage on behalf of the Offeror in performance of the contract.

Note: Vague commitments to support are likely insufficient; rather, they must demonstrate intent/manner of actual performance on the contract action being solicited.

Failure to submit this information may result in a lower rating.

The Government will not consider any contract submitted for this Factor 2 if it was performed by a firm other than the Offeror and there is no supporting partnership agreement, teaming agreement, or letter of commitment.

(ii) Basis of Evaluation:

The assessment of the Offeror's relevant corporate experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP as defined above. The minimum standard for this Factor has been met when the Offeror has demonstrated adequate experience by submitting at least one relevant contract of similar Size and Scope/Complexity, as defined above, on which the Offeror or its corporate affiliate or first-tier small business sub-contractors (pursuant to 13 CFR 125.2(g)) was the prime contractor. At least one relevant contract shall also meet the compliance requirements of this Factor as defined above.

A Deficiency will be assigned to any Offeror that does not meet the minimum requirements of at least one (1) relevant contract as defined above and as such will receive a rating of UNACCEPTABLE. An Offeror with an UNACCEPTABLE rating in any Factor will not be eligible for award.

The degree to which the offeror demonstrates relevant corporate experience as related to this solicitation will be evaluated:

(i) Proposals that do not aggregately demonstrate relevant experience in sub-annexes: Facility Investment (Sub-Annex 1502000), Pest Control (Sub-Annex 1503020), Electrical (Sub-Annex 1602000), and Base Support Vehicle and Equipment (BSVE) (Annex 1700000), as related to this solicitation **will result in a Deficiency**.

(ii) Contracts for which an Offeror successfully demonstrates relevant corporate experience in performing and managing a large contract with recurring and non-recurring services totaling $10M or greater annually **may be rated higher**.

(iii) Any single contract that successfully demonstrates relevant corporate experience in Facility Investment (Sub-Annex 1502000), Pest Control (Sub-Annex 1503020), Electrical (Sub-Annex 1602000), and Base Support Vehicle and Equipment (BSVE) (Annex 1700000), as related to this solicitation **may be rated higher**.

(iv) Offerors that demonstrate experience without relying on corporate affiliates (e.g., subsidiaries, sister subsidiaries, sister companies, or parent companies) or first-tier small business subcontractors **may be rated higher.**

(v) Contracts completed by the offeror or its corporate affiliates or first-tier small business sub-contractors in any capacity other than as prime contractor **will not be considered relevant**.

(vi) Contracts completed by a proposed subcontractor, other than a first-tier small business subcontractor pursuant to13 CFR 125.2(g), **will not be considered relevant**.

(vii) Contracts completed by the offeror's corporate affiliates or first-tier small business sub-contractors for which a properly signed copy of the partnership agreement, teaming agreement, or letter of commitment and/or a narrative addressing all required elements has not been provided **will not be considered relevant.**

(3) **Factor 3, Safety:**

(i) Solicitation Submittal Requirements:

The Offeror shall submit the following information: The Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate and Total Case Rate (TCR) for the specified five (5) Calendar Years (CY) as well as a safety narrative, as described further below.

For a partnership or joint venture, the Offeror shall submit separate DART and TCR rates for the specified five (5) CY for each contractor who is part of the partnership/joint venture; however, only one safety narrative is required. Offerors that fail to submit DART rates and TCR for each business entity that is part of the partnership /joint venture/teaming agreement **will be assigned a Deficiency and will be rated Unacceptable.**

Any fatalities experienced within this 5-year timeframe must be explained in detail, to include root cause and corrective actions.

NOTE: DART and TCR rates shall not be submitted for subcontractors.

1. DART Rate: Submit five (5) previous complete calendar years' worth of data (not an overall average). If the Offeror has no DART rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

a. DART cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness.

b. Calculation of DART rate: Multiply the total number of DART cases by 200,000 and then divide by the number of employee labor hours worked.

$$\text{DART RATE} = \frac{\text{Number of DART Incidents x 200.000}}{\text{Total Number of Employee Labor Hours Worked}}$$

2. TCR Rate: Submit five (5) previous complete calendar years' worth of data (not an overall average). If the Offeror has no TCR rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

a. TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.

b. Calculation of TCR rate: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked

$$\text{TCR RATE} = \frac{\text{Number of TCR Incidents x 200.000}}{\text{Total Number of Employee Labor Hours Worked}}$$

3. Technical Approach to Safety: The Technical Approach to Safety narrative shall be limited to seven (7) single-sided pages and shall address the following:

a. Describe the Offeror's approach to implementing and executing a Safety Management System (SMS) including Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.

b. A description of the roles and responsibilities of the site safety and health officer and any other key personnel responsible for the safety management system.

c. Describe the evaluation process used to select potential subcontractors.

d. Describe the processes of how the Offeror will oversee safety compliance of subcontractors at all levels throughout performance of the contract (to include the Offeror's own in-house workforce).

4. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

(ii) Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The evaluation will collectively consider the DART rate, TCR, Technical Approach to Safety, and other sources of information available to the Government as part of such collective evaluation. The board will evaluate the DART rates and TCR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

1. DART Rate: The board will evaluate trends over the last five complete calendar years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

a. Missing data without an explanation is considered a Deficiency.

b. Consistent Low Risk or Very Low Risk DART rates may be considered a Strength.

c. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) may be considered a Strength.

d. An increasing DART rate trend could be considered a Weakness or Significant Weakness (i.e., MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

e. This chart correlates the DART rate to the level of risk:

Risk	DART Rate
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0

2. TCR Rate: The board will evaluate trends over the last five complete calendar years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the Offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

a. Missing data without an explanation is considered a Deficiency.

b. Consistent Low Risk or Very Low Risk TCR rates may be considered a Strength.

c. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) may be considered a Strength.

d. An increasing TCR rate trend could be considered a Weakness or Significant Weakness (i.e., MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

e. This chart correlates the TCR rate to the level of risk:

Risk	**TCR Rate**
Very Low Risk	Less Than 2.49
Low Risk	From 2.5 to 3.49
Moderate Risk	From 3.5 to 4.49
High Risk	From 4.5 to 5.99
Extremely High Risk	Greater than 6.0

3. The Technical Approach to Safety Narrative. To determine the degree to which the Offeror:

a. Describes a viable SMS that addresses elements; such as Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.

b. Describes of the roles and responsibilities of the site safety and health officer and any other key personnel responsible for the safety management system.

c. Describes a methodical process of evaluating subcontractor's safety performance in their selection process.

d. Describes a logical management plan to hold both themselves and their subcontractors accountable for adhering to the safety requirements of the contract.

e. The Technical Approach to Safety narrative shall be limited to seven (7) single-sided pages. Information on pages beyond this will not be considered.

f. A Technical Approach to Safety narrative, missing in its entirety will result in a Deficiency.

4. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

(4) **Factor 4, Past Performance:**

(i) Solicitation Submittal Requirements:

For contracts submitted for Factor 2, Corporate Experience:

a. IF CPARS EVALUATION ARE AVAILABLE, THEY SHALL BE SUBMITTED WITH THE PROPOSAL. The Offeror shall submit all CPARS evaluations available for that contract, not just the most recent.

b. IF THERE ARE NOT CPARS EVALUATIONS, the Past Performance Questionnaire (PPQ) included in this solicitation is provided for the Offeror or its team members to submit to the client for each Factor 2 contract. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a contract(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ (Attachment D), which will provide contract and client information for the respective contract(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Krystal Goodman, via email at krystal.s.goodman2.civ@us.navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN CPARS EVALATIONS ARE AVAILABLE.

The Offeror may include performance recognition documents received within the last five (5) years (from the date of issuance of the solicitation) such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to:

- Past performance information provided by the Offeror, as solicited;

- Past performance information obtained from questionnaires tailored to the circumstances of the acquisition;

- Past performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS) for the Offeror's team members (e.g., partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the proposal;

- Inquiries of owner representative(s);

- Interviews with Program Managers, Contracting Officers, and/or Fee Determining Officials;

- Federal Awardee Performance and Integrity Information System (FAPIIS);

- Electronic Subcontract Reporting System (eSRS); and

- Any other known sources not provided by the Offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the Offeror.

A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Attachment J-0200000-20.

IMPORTANT: It is the responsibility of the Offeror to provide accurate points of contact for each identified contract and current telephone numbers and/or email addresses. Failure to provide requested data, accessible points of contact, or invalid phone number could result in a firm being considered less qualified.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references' unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Offerors may provide any information on problems encountered and the corrective actions taken on contracts submitted under Factor 2, Corporate Experience. Offerors may also address any adverse past performance issues. Such explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

(ii) Basis of Evaluation:

This evaluation focuses on the quality of performance on the relevant contracts submitted under Factor 2, Corporate Experience, and past performance on other contracts currently documented in known sources.

The quality of performance is informed by the degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., CPARS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained for any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;

- A pattern of deliverables that are timely and of good quality;

- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.)

FAR Clauses Incorporated by Reference

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