SOLICITATION, OFFER, AND AWARD

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

RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	W912DY26RA030	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		

7. ISSUED BY CODE W912DY

W2V6 USA ENG SPT CTR HUNTSVIL
300 SECURE GATEWAY, KO CONTRACTING DIVISION
REDSTONE ARSENAL, AL 35898-0000
UNITED STATES
JASMINE KENNEDY, EMAIL: JASMINE.M.KENNEDY@USACE.ARMY.MIL TELEPHONE: (256) 895-1566

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

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 12:00 PM *(Hour)* local time 25 JUL 2026 *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	JASMINE KENNEDY	256	895-1566		JASMINE.M.KENNEDY@USACE.ARMY.M

11. TABLE OF CONTENTS

(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				*PART II - CONTRACT CLAUSES*	
☒	A	SOLICITATION/CONTRACT FORM	1-6	☒	I	CONTRACT CLAUSES	73-126
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	7-18			*PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS*	
☒	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	19-20	☒	J	LIST OF ATTACHMENTS	127-128
☐	D	PACKAGING AND MARKING				*PART IV - REPRESENTATIONS AND INSTRUCTIONS*	
☒	E	INSPECTION AND ACCEPTANCE	21-36	☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	129-137
☒	F	DELIVERIES OR PERFORMANCE	37-54				
☒	G	CONTRACT ADMINISTRATION DATA	55-61	☒	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	138-142
☒	H	SPECIAL CONTRACT REQUIREMENTS	62-72	☒	M	EVALUATION FACTORS FOR AWARD	143

OFFER *(Must be fully completed by offeror)*

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

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

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

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

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

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

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

AWARD *(To be completed by Government)*

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

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

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

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

25. PAYMENT WILL BE MADE BY — CODE

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

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

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Previous edition is unusable

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

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DRAFT

Section A - Solicitation/Contract Form

Instrument Name: Utility Monitoring & Control Systems (UMCS) VI MATOC

EXECUTIVE SUMMARY

In accordance with (IAW) Executive Order 14275, "Restoring Common Sense to Federal Procurement," the Government has transitioned from the legacy Federal Acquisition Regulation (FAR) to the Revolutionary FAR Overhaul (RFO). This initiative aims to streamline the acquisition process by returning the regulatory framework to its statutory roots and eliminating non-essential requirements. Phase 1 implementation became effective on February 1, 2026, via various class deviations. The full text of the RFO is available at https://www.acquisition.gov/far-overhaul. Furthermore, specific DFARS class deviations and revisions related to the overhaul can be accessed at https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html. Offerors are responsible for reviewing these updated standards, as they govern the requirements and clauses applicable to this solicitation and any resulting contract.

A.1. OBJECTIVE. The purpose of this acquisition is to obtain qualified Contractors to provide Procurement and Installation (P&I) and Maintenance and Service (M&S) support for Facility Related Control Systems (FRCS) to ensure reliable performance and lifecycle sustainment of mission-critical systems supporting U.S. Army and Department of Defense (DoD) facilities.

This requirement supports full lifecycle FRCS capabilities, including design, procurement, installation, maintenance, and services for systems such as Unified Monitoring and Control Systems (UMCS); brand-name Heating, Ventilation and Air Conditioning systems; Supervisory Control and Data Acquisition; Fire Alarm and life safety systems; automated control and utility systems; power generation systems; Electronic Security Systems; and related security and force protection measures, as detailed in the Performance Work Statement.

Performance locations include DoD installations and other Government facilities throughout the Contiguous United States (CONUS), Alaska, Hawaii, and outlying areas, as well as Outside the Contiguous United States (OCONUS) to include Bahrain, Belgium, Brazil, Costa Rica, Ecuador, Gabon, Germany, Georgia, Greece, Haiti, India, Indonesia, Italy, Iraq, Jamaica, Japan, Kazakhstan, Kuwait, Malaysia, Mali, Montenegro, Norway, Poland, Republic of Korea, Romania, Saudi Arabia, Serbia, Suriname, Tanzania, United Arab Emirates, and United Kingdom.

Other foreign jurisdictions may be added to the geographic scope of the base Multiple Award Task Order Contract (MATOC) after preparing a Justification and Approval (J&A) for an out-of-scope modification to add a country in IAW RFO Part 6, Competition Requirements, for approval by the appropriate approving authority. This will include verification that all Contractors within the MATOC award pool can comply with the applicable requirements for the country to be added.

A.2. CONTRACT AWARD. The U.S. Army Corps of Engineers, Huntsville Engineering and Support Center (CEHNC), intends to solicit and award a MATOC using full and open competition with a small business reserve suite.

Multiple awards are appropriate for this effort due to the volume, scope, complexity, geographic locations, and frequency of anticipated task orders, as well as the need to maintain competition throughout the ordering period IAW DFARS 216.507, Additional Ordering Procedures for Multiple-Award Contracts (DEVIATION 2026-O0045). The Government intends to award contracts to all qualifying offerors, defined as responsible offerors submitting technically acceptable proposals that conform to solicitation requirements and for whom the Contracting Officer has no reason to believe pricing would be other than fair and reasonable.

This acquisition will be awarded under North American Industry Classification System (NAICS) code 541512, Computer Systems Design Services.

A.3. CONTRACT TYPE. The MATOC and Individual Task Order awards will consist of Firm Fixed Price (FFP) Contract Line-Item Numbers (CLINs).

A.4. CONTRACT TERM. The anticipated total ordering period is 84 months, which will consist of a base period of 36 months with two, 24-month optional periods. The Government has an approved deviation IAW RFO 17.204-1, Exercise of Options, allowing award pursuant to RFO 15.104(b)(1)(ii)(3), Establishing Competitive Evaluation Factors and Significant Subfactors, and including optional ordering periods without evaluating pricing at the MATOC base level.

Pricing will be evaluated at the task order level only. The Government reserves the right to make staggered awards. Contracts awarded after the initial award may have an initial ordering period shorter than the full base period but will end on the same date as contracts awarded. Option periods will be the same for all awardees.

The Government intends to award without discussions; however, it reserves the right to conduct discussions, if determined to be in the Government's best interest, with offerors remaining in the competitive range after initial awards have been made.

<u>Evaluation of Options</u>: Maximum rates will not be evaluated at the MATOC base level, but will be evaluated for each individual task order, except when determined not to be in the Government's best interest IAW RFO 17.202(b)(1). The MATOC will include RFO 52.217-9, Option to Extend the Term of the Contract, for optional ordering periods, and RFO 52.217-8, Option to Extend Services, which allows for an extension of up to six months. Note: The maximum potential contract duration, including the base period and all available options, is 90 months. If an option period is not exercised and RFO 52.217-8 is utilized to extend services, the maximum rates from the immediate prior period shall apply to the extension.

Note. A business that qualifies as small at the time of proposal submission for the base MATOC is generally considered small for the life of that contract. IAW RFO 19.301(a)(3) recertification of size and small business program status for long-term contracts is required within 60 to 120 days prior to the end of the fifth year of the contract; and within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

A.5. CONTRACT CAPACITY. The maximum contract capacity is **$5.1 Billion** over *90 months* (if all options are exercised) for this acquisition. Capacity will be shared among all MATOC holders

IAW ordering procedures outlined in this solicitation. CLIN values represent estimated capacity amounts only, and the Government reserves the unilateral right to move capacity between CLINs and ordering periods, as necessary. Section B within this solicitation will remain blank and will be completed in its entirety at time of contract award by the Contracting Officer. Individual contract capacities will not be assigned.

A.6. CONTRACT ORDERING. Task orders will be issued against the base MATOC IAW RFO Subpart 16.5, Indefinite-Delivery Contracts, and the ordering procedures set forth in Section H.4 - Method of Ordering. All task orders exceeding the micro-purchase threshold will be awarded on a competitive basis unless an exception applies IAW RFO 16.507-6, Exceptions to Fair Opportunity.

A.7. MATOC SUITE AND TASK ORDER COMPETITION.

The selection of the Base MATOC Suite: The Government will issue a single unrestricted solicitation resulting in MATOCs that include a small business reserve suite.

Task Order Selection and Competition: At the task order level. The Contracting Officer will conduct a Rule of Two analysis to determine whether a requirement will be set aside for competition among the small business reserve suite holders IAW RFO 19, Small Business. In support of this determination, the Contracting Officer will also use a Decision Matrix as a tool to evaluate factors such as technical complexity, size, risk, performance location (including OCONUS considerations), and schedule constraints. Dollar value alone will not be determinative in assessing suitability for small business competition.

Task orders will be competed either unrestricted among all MATOC holders or set aside for small business MATOC holders, as appropriate. Fair opportunity will be provided to all eligible MATOC holders unless an exception applies IAW RFO 16.507-6, Exceptions to Fair Opportunity, and the rationale for any such exception will be documented.

For OCONUS task orders, small business participation will be considered after evaluation of applicable Status of Forces Agreements (SOFA) and other international agreements.

A.8. WAGE DETERMINATIONS. Individual task orders to be issued under this contract primarily are for services as defined by RFO 37.001, "Definitions". For task orders performed within the United States, services are subject to the Service Contract Act (See RFO 52.222-41, "Service Contract Labor Standards"). For task orders performed outside the United States and its outlying areas, the Contractor shall comply with all local labor laws, regulations, and labor standards in accordance with DFARS 222.72 (DEVIATION 2026-O0040) and DFARS 252.222-7002, Compliance with Local Labor Laws (Overseas).

In the event that individual service task orders contain minor incidental work subject to the Construction Wage Rate Requirement (formerly known as the Davis-Bacon Act), RFO 52.222-6 "Construction Wage Rate Requirements", will apply. Wage Decisions/Determinations for the geographic area where the awarded work is to be performed will be in the individual task order. A

copy of the decision/ determination is available at https://sam.gov. The labor rates in effect at the time a task order is awarded will remain in effect through completion of the project, unless modified due to an increase in the Department of Labor wage rates.

A.9. MINIMUM GUARANTEE. The Government's minimum guarantee of **$2,000.00** extends throughout the ordering period of the MATOC. Funding for this minimum guarantee will be obligated on the first task order, issued at the time of the base contract award. This is a minimum ordering amount, not a minimum payment. Payment under subsequent task order award(s) in an amount meeting/exceeding the minimum guarantee satisfies the minimum guarantee. The minimum guarantee task order may then be de-obligated and closed.

A.10. ON-RAMP/OFF-RAMP/DORMANT STATUS. The Government may evaluate the market and performance of MATOC holders during the ordering period to determine whether it is in the Government's interest to conduct on-ramp, off-ramp, or dormant status procedures IAW RFO 16.504-4, On-Ramps and Off-Ramps.

On-Ramp: During an on-ramp, the Government may solicit, evaluate, and award contracts to addition technically qualified firms. On-ramp solicitations will be conducted using substantially the same proposal instructions, evaluation criteria, and terms and conditions as the original solicitation. Any additional awards will be treated as staggered awards and integrated into the existing MATOC ordering framework.

Off-Ramp: The Contracting Officer may remove a Contractor from the MATOC for reasons including, but not limited to, poor performance, failure to compete or submit acceptable proposals for task orders for which the Contractor is qualified, or failure to comply with material contract requirements. Off-ramp procedures will not affect task orders awarded prior to removal.

Dormant Status: Due to extenuating circumstances not related to performance, a MATOC holder may request to be placed in a temporary dormant status. Contractors in dormant status will not be eligible to compete for new task orders during the approved period but may continue to perform on existing task orders. Dormant status will be approved for a defined, finite period, after which the Contractor will be expected to resume competition for task orders.

Detailed procedures governing on-ramp, off-ramp, and dormant status procedures are addressed in Section H.17 - On-Ramp/ Off Ramp/ Dormant Status Procedures, of this solicitation.

A.11. SYSTEM OF AWARD MANAGEMENT (SAM). Competition for inclusion in the MATOC will be sought, promoted, and sustained by querying the SAM, synopsizing proposed actions, and posting the solicitation in the Government-wide point of entry website (https://sam.gov/). Offerors must be registered in SAM to be eligible for award. See RFO 52.204-7, System for Award Management - Registration.

The Government will retrieve Representations and Certifications from SAM once proposals are received.

A.12. CYBERSECURITY MATURITY MODEL CERTIFICATION (CMMC) 2.0 PROGRAM. The DoD CMMC 2.0 program establishes cybersecurity requirements for DoD Contractors that handle Federal Contract Information (FCI) or Controlled Unclassified Information (CUI). Offerors must comply with applicable CMMC requirements, as implemented through DFARS 252.204-7021, Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements, and DFARS 252.204-7025, Notice of Cybersecurity Maturity Model Certification Level Requirements.

The required certification level for this requirement is Level 2 (Self-Assessment).

A.13. OCONUS REQUIREMENTS. MATOC holders will be required to comply with all rules and regulations for the respective task order performance location(s) (see A.1. Objective of the Executive Summary), and have the ability to obtain all applicable licenses, certificates or other documentation as defined in H.18 - Special Instructions for Task Order Locations Outside the Contiguous United States Locations, of this solicitation and/or outlined in the task order requirements.

A.14. DEFENSE BASE ACT INSURANCE (DBA). For contract performance outside the 50 United States and the District of Columbia, including U.S. territories, the Contractor must obtain DBA insurance as required by 42 U.S.C. 1651 and RFO 52.228-3, Workers' Compensation Insurance (Defense Base Act). The Contractor **shall** provide proof of coverage and ensure DBA requirements flow down to all applicable subcontracts. Subsequent task orders will include DBA insurance requirements as applicable. DBA insurance must be procured through the Department of Labor's approved provider, unless otherwise specified (See Section H.9 - DBA Insurance, for further information).

A.15. CONTRACT AUTHORIZATION. The U.S. Army Engineering and Support Center, Huntsville is the only authorized ordering office and no other agency can make changes to the Base Contract. Other USACE offices, upon authorization from the U.S. Army Engineering and Support Center, Huntsville may be delegated this authority, in which case, an advance written notice will be given to the contractors. The U.S. Army Engineering and Support Center may also transfer task orders to other USACE offices for administration. Only a warranted Contracting Officer acting within their delegated limits has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

A.16. QUESTIONS. Questions relative to this solicitation **shall** be submitted per instructions in Section L.4 - Questions (See Attachment 5 - Instructions to Offerors).

A.17. SUBMISSION REQUIREMENTS. Proposal submission **shall** be submitted per the instructions at Section L.5 - Proposal Submission (See Attachment 5 - Instructions to Offerors).

*** END OF NARRATIVE ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	UMCS To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
0002	ESS To provide ESS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement Pricing Arrangement: Firm Fixed Price	1	Job		
0003	Maintenance-Services (Preventative) To provide preventative maintenance and services for various Electronic Data Control Systems to include UMCS; ESS; BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
0004	Maintenance-Services (Corrective Repair) To provide corrective repair maintenance and services for various Electronic Data Control Systems to include UMCS; ESS;	1	Job		

	BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price				
0005	OCONUS - European Region To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
0006	OCONUS - Pacific Region To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement Pricing Arrangement: Firm Fixed Price	1	Job		
0007	OCONUS - MidEast Region To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
0008	OCONUS - Caribbean Region To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall	1	Job		

	perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price				
0009	Service Contract Reporting IAW DFARS 252.204-7023, the Contractor shall report on the services performed (including any first-tier subcontracts) under this contract at https://sam.gov. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each Government Fiscal year and must be reported by 31 October of each calendar year. Pricing Arrangement: Firm Fixed Price	1	Job		
0010	Minimum Guarantee The Government's minimum guarantee of $2,000.00 extends throughout the period of performance of the MATOC. This is a minimum ordering amount, not a minimum payment. Payment under subsequent task order award(s) in an amount meeting/exceeding the minimum guarantee satisfies the minimum guarantee. The minimum guarantee task order may then be de-obligated and closed. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1001	Utility Monitoring and Control Systems To provide Utility Monitoring and Control Systems (UMCS) and other Electronic Data Control Systems to include Building Automation System, (BAS); Fire Alarm Systems, (FAS): Supervisory Control and Data Acquisition, (SCADA); Heating, Ventilation, and Air Conditioning, (HVAC); and other similar services and requirements. The contractor shall	1	Job		

	perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price				
Option Line Item 1002	Electronic Security Systems To provide Electronic Security Systems and other Electronic Data Control Systems to include Building Automation System, (BAS); Fire Alarm Systems, (FAS): Supervisory Control and Data Acquisition, (SCADA); Heating, Ventilation, and Air Conditioning, (HVAC); and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1003	Maintenance-Services (Preventative) To provide preventative maintenance and services for various Electronic Data Control Systems to include Utility Monitoring and Control Systems, (UMCS); Electronic Security Systems, (ESS); Building Automation System, (BAS); Fire Alarm Systems, (FAS): Supervisory Control and Data Acquisition, (SCADA); Heating, Ventilation, and Air Conditioning, (HVAC); and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1004	Maintenance-Services (Corrective Repair) To provide corrective repair maintenance and services for various Electronic Data Control Systems to include Utility Monitoring and Control Systems, (UMCS);	1	Job		

	Electronic Security Systems, (ESS); Building Automation System, (BAS); Fire Alarm Systems, (FAS): Supervisory Control and Data Acquisition, (SCADA); Heating, Ventilation, and Air Conditioning, (HVAC); and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price				
Option Line Item 1005	OCONUS - European Region To provide Utility Monitoring and Control Systems (UMCS) and other Electronic Data Control Systems to include Electronic Security Systems, (ESS); Building Automation System, (BAS); Fire Alarm Systems, (FAS): Supervisory Control and Data Acquisition, (SCADA); Heating, Ventilation, and Air Conditioning, (HVAC); and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1006	OCONUS - Pacific Region To provide Utility Monitoring and Control Systems (UMCS) and other Electronic Data Control Systems to include Electronic Security Systems, (ESS); Building Automation System, (BAS); Fire Alarm Systems, (FAS): Supervisory Control and Data Acquisition, (SCADA); Heating, Ventilation, and Air Conditioning, (HVAC); and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement	1	Job		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 1007	OCONUS - MidEast Region To provide Utility Monitoring and Control Systems (UMCS) and other Electronic Data Control Systems to include Electronic Security Systems, (ESS); Building Automation System, (BAS); Fire Alarm Systems, (FAS): Supervisory Control and Data Acquisition, (SCADA); Heating, Ventilation, and Air Conditioning, (HVAC); and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1008	OCONUS - Caribbean Region To provide Utility Monitoring and Control Systems (UMCS) and other Electronic Data Control Systems to include Electronic Security Systems, (ESS); Building Automation System, (BAS); Fire Alarm Systems, (FAS): Supervisory Control and Data Acquisition, (SCADA); Heating, Ventilation, and Air Conditioning, (HVAC); and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1009	Service Contract Reporting IAW DFARS 252.204-7023, the Contractor shall report on the services performed (including any first-tier subcontracts) under this contract at https://sam.gov. The reporting period will be the period of performance not to exceed 12 months ending 30 September	1	Job		

	of each Government Fiscal year and must be reported by 31 October of each calendar year. Pricing Arrangement: Firm Fixed Price				
Option Line Item 2001	UMCS To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 2002	ESS To provide ESS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 2003	Maintenance-Services (Preventative) To provide preventative maintenance and services for various Electronic Data Control Systems to include UMCS; ESS; BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 2004	Maintenance-Services (Corrective Repair) To provide corrective repair maintenance and services for various Electronic Data Control Systems to include UMCS; ESS; BAS; FAS; SCADA; HVAC; and other	1	Job		

	similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price				
Option Line Item 2005	OCONUS - European Region To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 2006	OCONUS - Pacific Region To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 2007	OCONUS - MidEast Region To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 2008	OCONUS - Caribbean Region To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and	1	Job		

	requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price				
Option Line Item 2009	Service Contract Reporting IAW DFARS 252.204-7023, the Contractor shall report on the services performed (including any first-tier subcontracts) under this contract at https://sam.gov. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each Government Fiscal year and must be reported by 31 October of each calendar year. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 3001	THIS CLIN MAY ONLY BE EXERCISED PURSUANT TO RFO 52.217-8. UMCS To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 3002	THIS CLIN MAY ONLY BE EXERCISED PURSUANT TO RFO 52.217-8. ESS To provide ESS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line	THIS CLIN MAY ONLY BE EXERCISED PURSUANT TO RFO 52.217-8.	1	Job		

Item 3003	Maintenance-Services (Preventative) To provide preventative maintenance and services for various Electronic Data Control Systems to include UMCS; ESS; BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price				
Option Line Item 3004	THIS CLIN MAY ONLY BE EXERCISED PURSUANT TO RFO 52.217-8. Maintenance-Services (Corrective Repair) To provide corrective repair maintenance and services for various Electronic Data Control Systems to include UMCS; ESS; BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 3005	THIS CLIN MAY ONLY BE EXERCISED PURSUANT TO RFO 52.217-8. OCONUS - European Region To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 3006	THIS CLIN MAY ONLY BE EXERCISED PURSUANT TO RFO 52.217-8. OCONUS - Pacific Region To provide UMCS and other Electronic Data Control Systems to	1	Job		

	include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price				
Option Line Item 3007	THIS CLIN MAY ONLY BE EXERCISED PURSUANT TO RFO 52.217-8. OCONUS - MidEast Region To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 3008	THIS CLIN MAY ONLY BE EXERCISED PURSUANT TO RFO 52.217-8. OCONUS - Caribbean Region To provide UMCS and other Electronic Data Control Systems to include BAS; FAS; SCADA; HVAC; and other similar services and requirements. The contractor shall perform all work in accordance with the attached Performance Work Statement. Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 3009	THIS CLIN MAY ONLY BE EXERCISED PURSUANT TO RFO 52.217-8. Service Contract Reporting IAW DFARS 252.204-7023, the Contractor shall report on the services performed (including any first-tier subcontracts) under this contract at https://sam.gov. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each Government Fiscal year and must	1	Job		

	be reported by 31 October of each calendar year. Pricing Arrangement: Firm Fixed Price				

Section C - Description/Specifications/Statement of Work

Requirements

The purpose of this acquisition is to provide support for the Procurement and Installation of UMCS to include Heating, Ventilation, and Air Conditioning (HVAC), chiller/boiler systems installation and /or integration, Supervisory Control and Data Acquisition (SCADA) Systems, and other Automated Control Systems (ACS) including Fire Alarm Systems (FAS), life safety control systems, chemical / biological / radiological contaminant detection / filtration / response, utility (electric, gas, water) metering and Electronic Security Systems (ESS), and security and/or force protection measures such as, but not limited to, barriers, fencing, gates, window treatments, hardening, and lighting as described within the Performance Work Statement (PWS).

0001
Product Service Code : J059
North American Industry Classification System (NAICS) : 541512

0002
Product Service Code : J059
North American Industry Classification System (NAICS) : 541512

0003
Product Service Code : J059
North American Industry Classification System (NAICS) : 541512

0004
Product Service Code : J059
North American Industry Classification System (NAICS) : 541512

0005
Product Service Code : J059
North American Industry Classification System (NAICS) : 541512

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Product Service Code : J059
North American Industry Classification System (NAICS) : 541512

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Product Service Code : J059
North American Industry Classification System (NAICS) : 541512

0008
Product Service Code : J059
North American Industry Classification System (NAICS) : 541512

0009
Product Service Code : J059
North American Industry Classification System (NAICS) : 541512

0010
Product Service Code : J059
North American Industry Classification System (NAICS) : 541512

Section E - Inspection and Acceptance

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.229-7003	Tax Exemptions (Italy).	2012-03		

TAX EXEMPTIONS (ITALY) (MAR 2012)

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy .

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972 .

(iii) The following fiscal code(s): ____[Contracting Officer must insert the applicable fiscal code (s) for military activities within Italy : 80028250241 for Army, 80156020630 for Navy, or 91000190933 for Air Force].

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

"I certify that this invoice is true and correct and reflects expenditures made in Italy

for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972 ."
An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
0003	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION

	REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
0004	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
0005	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
0006	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA

	W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
0007	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
0008	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
0009	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement.

	DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
0010	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item	Inspection and Acceptance Location

1002	Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 1003	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 1004	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES

Option Line Item 1005	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 1006	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 1007	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000

	UNITED STATES
Option Line Item 1008	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 1009	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA

	W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 2002	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 2003	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 2004	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement.

	DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 2005	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 2006	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item	Inspection and Acceptance Location

2007	Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 2008	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 2009	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES

Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 3002	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 3003	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000

	UNITED STATES
Option Line Item 3004	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 3005	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 3006	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA

	W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 3007	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 3008	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement. DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES
Option Line Item 3009	Inspection and Acceptance Location Both Destination Instructions: In accordance with the Performance Work Statement.

	DoDAAC: W912DY CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, KO CONTRACTING DIVISION REDSTONE ARSENAL, AL 35898-0000 UNITED STATES

Section F - Deliveries or Performance

0001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2027 To 30 Mar 2030
0002	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2027 To 30 Mar 2030
0003	**Quantity** 1 Job

	Address and POC Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2027 To 30 Mar 2030
0004	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2027 To 30 Mar 2030
0005	**Quantity** 1 Job **Address and POC** Place of Performance

	DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2027 To 30 Mar 2030
0006	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2027 To 30 Mar 2030
0007	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL

	300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2027 To 30 Mar 2030
0008	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2027 To 30 Mar 2030
0009	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES

	Period of Performance From 31 Mar 2027 To 30 Mar 2030
0010	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2027 To 30 Mar 2030
Option Line Item 1001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES

	Period of Performance From 31 Mar 2030 To 30 Mar 2032
Option Line Item 1002	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2030 To 30 Mar 2032
Option Line Item 1003	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2030

	To 30 Mar 2032
Option Line Item 1004	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2030 To 30 Mar 2032
Option Line Item 1005	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2030 To 30 Mar 2032

Option Line Item 1006	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2030 To 30 Mar 2032
Option Line Item 1007	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2030 To 30 Mar 2032
Option Line Item	**Quantity** 1 Job **Address and POC**

1008	Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2030 To 30 Mar 2032
Option Line Item 1009	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2030 To 30 Mar 2032
Option Line Item 2001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA

	W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2032 To 30 Mar 2034
Option Line Item 2002	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2032 To 30 Mar 2034
Option Line Item 2003	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES

	Period of Performance From 31 Mar 2032 To 30 Mar 2034
Option Line Item 2004	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2032 To 30 Mar 2034
Option Line Item 2005	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES

	Period of Performance From 31 Mar 2032 To 30 Mar 2034
Option Line Item 2006	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2032 To 30 Mar 2034
Option Line Item 2007	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2032

	To 30 Mar 2034
Option Line Item 2008	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2032 To 30 Mar 2034
Option Line Item 2009	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2032 To 30 Mar 2034

Option Line Item 3001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2034 To 30 Sep 2034
Option Line Item 3002	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2034 To 30 Sep 2034
Option Line Item	**Quantity** 1 Job **Address and POC**

3003	Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2034 To 30 Sep 2034
Option Line Item 3004	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2034 To 30 Sep 2034
Option Line Item 3005	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA

	W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2034 To 30 Sep 2034
Option Line Item 3006	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2034 To 30 Sep 2034
Option Line Item 3007	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES

	Period of Performance From 31 Mar 2034 To 30 Sep 2034
Option Line Item 3008	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES **Period of Performance** From 31 Mar 2034 To 30 Sep 2034
Option Line Item 3009	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W501YX CountryCode: USA W2V6 USA ENG SPT CTR HUNTSVIL 300 SECURE GATEWAY, REDSTONE ARSENAL AL 35898-0000 REDSTONE ARSENAL, AL 35898-0000 UNITED STATES

	Period of Performance From 31 Mar 2034 To 30 Sep 2034

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	1989-08		

Section G - Contract Administration Data

G.1. CONTRACT ADMINISTRATION OFFICE:

The contract administration office for this requirement is located at the following address:

For mail delivery, address mail to:

U.S. Army Engineering and Support Center

Attn: LaShonda C. Smith

RG300 Secured Gateway SW

Redstone Arsenal, AL 35898

For all physical deliveries (UPS, FedEx, DHL, and Freight) deliver to:

U.S. Army Engineering and Support Center

Attn: LaShonda C. Smith

RG300 Secured Gateway SW

Redstone Arsenal, AL 35898

G.2. POINT OF CONTACTS:

PreAward Contracting Officer - LaShonda C. Smith, Lashonda.C.Smith@usace.army.mil, (256) 895-7795

Postaward Contracting Officer - **TBD**

Contracting Officer Representative for the Base MATOC - **TBD**

The Task Order Ombudsman is as follows:

U.S. Army Corps of Engineers

Attn: COL Richard H. Pfeiffer Jr.

TO/DO Ombudsman

441 G St NW

Washington, District of Columbia 20314-0001

PH: (202) 761-4707

EMAIL: USACE-ContractingOmbudsman@usace.army.mil

In the event the Ombudsman is changed from the individual identified above, the most current contact information can be found at the following website: https://www.usace.army.mil/Business-With-Us/.

Note. Additional points of contact will be provided at time of award and the task order level.

G.3. IDENTIFICATION OF CORRESPONDENCE:

All correspondence and data submitted by the Contractor under this contract shall reference the contract and task order numbers.

G.4. PAYMENT AND BILLING OFFICE:

Payment will be made by the office indicated in Block 18 of the SF 1449. All contracts shall utilize the Electronic Funds Transfer method of payment. The following web site will provide information and the authorized form for EFT payments by the paying activity located in Millington, TN. https://www.usace.army.mil/Who-We-Are/Finance-Center/

G.5. INVOICES:

All invoices must be submitted to the U.S. Army Corps of Engineers, Huntsville Engineering and Support Center for review and payment. The preferred method for submitting invoices is through the Resident Management System, however, each Task Order will have specific instructions on submission. If emailed, email electronic submissions to the following email address: UMCSInvoices@usace.army.mil.

G.6. PAYMENT INSTRUCTIONS FOR SINGLE OR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS:

The Payment Office shall not make payments based on sequential Accounting Classification Reference Number (ACRN) order, cancellation date, proration, or by fiscal year. Payments to the Contractor will only be made against the ACRN (alpha/alpha code) associated with the specific Task (to include Fiscal Year in which the work was performed) for which the Contractor is requesting payment. The Payment Office will only make payment to the Contractor within the CLIN based on the ACRN(s) associated with the CLIN. If there is only one source of funding for the Contract Line-Item Number (CLIN), the payment office shall make payments to the Contractor using the ACRN associated with the CLIN being billed. The Contractor however is required to clearly identify the CLIN, the ACRN (alpha/alpha code), and the amount billed against the Task within the Task Order on the payment request (invoice). If the ACRN is not identified, or is incorrectly identified, payment will not be made, and the entire payment request (invoice) will be rejected.

G.7. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the Contractor under this contract shall reference the Contract Number and/or Task Order Number.

G.8. DIRECTOR OF CONTRACTING (DOC) INTERACTIVE CUSTOMER EVALUATION (ICE):

The ICE system is a web-based application used to collect and report customer feedback; and the official comment system for the USACE DOC and can be accessed: http://ice.disa.mil/index.cfm?fa=site&site_id=856. Contractors are encouraged to utilize this system to submit suggestions, questions, or comments.

*** END OF NARRATIVE ***

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.204-7006	Billing Instructions-Cost Vouchers	2023-05		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.232-7008	Assignment of Claims (Overseas).	1997-06		
252.236-7000	Modification Proposals--Price Breakdown.	1991-12		

DFARS Clauses Incorporated by Full Text

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

Instructions.

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

____

(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.

____

(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

Section H - Special Contract Requirements

H.1 CONTRACTING OFFICER'S INSTRUCTIONS.

H.1.1. Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO) or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you **shall** not proceed with the change and **shall** immediately notify the Contracting Officer. The Contractor is responsible for ensuring that all Contractor personnel are knowledgeable and cognizant of this contract provision. Changes to contract effort accepted and performed by Contractor personnel outside of the contract without specific authorization of the Contracting Officer **shall** be the responsibility of the Contractor.

H.1.2. No information other than that which may be contained in an authorized modification to the contract duly issued by the Contracting Officer, which may be received, from any person employed by the U.S. Government or otherwise, will be considered as grounds for deviation from any stipulation of this purchase instrument or reference drawings and/or specification.

H.2 TECHNICAL LIAISON AND SURVEILLANCE.

H.2.1. Performance by the Contractor of the technical aspects of this contract as described in the PWS is under the cognizance of the US Army Corps of Engineers, Huntsville Engineering \& Support Center. All matters relating solely to the technical aspects of the Contractor's performance may be communicated directly to the technical point of contact named in paragraph (H.2.2) below or their designated representative when not available. All other matters **shall** be referred to the Contracting Officer.

H.2.2. The technical point of contact for the MATOC is **TBD**.

H.2.3. The technical point of contact and other Government personnel identified under this section are not authorized to direct the Contractor to perform work outside the scope of this contract or to make changes to contract terms and conditions. Only the Contracting Officer has authority to make such changes.

H.3 KEY PERSONNEL. The Contractor **shall** notify the Government of any key personnel changes. The Government reserves the right to disapprove any changes that are not in the best interest of the Government. The key personnel for the base MATOC can be found in the PWS Section 5.9, "Key Personnel". Additional key personnel may be identified at time of task order award.

H.4 METHOD OF ORDERING.

H.4.1. Supplies and services to be furnished under this contract **shall** be ordered by the issuance of bilateral orders. Task order types will be Firm Fixed Price.

H.4.2. The Government **shall** be under no obligation to issue any particular number or types of orders and no liability to the Contractor **shall** be incurred in the event that a certain number or types of orders are not issued; however, the Government guarantees a minimum ordering obligation of $2,000.00 in services through the entirety of the MATOC. (NOTE: This is a minimum ordering obligation, NOT a minimum payment. Contractor **shall** only be entitled only be entitled to breach of contract damages, e.g., anticipated profit for an order of this amount and provable standby costs, in the event that the Government does not issue orders for the value of the minimum-ordering guarantee.) The Contractor **shall** furnish to the Government, when and if ordered, the services and/or materials set forth in the Schedule B and **shall** undertake performance IAW the monetary limitations set forth therein. For the duration of the contract, the Contractor **shall** maintain the capability to perform the orders issued hereunder on a short reaction basis, which is defined as being able to meet in five workday response time, from time of receiving the order until performance commences.

H.4.3. Each task order exceeding the micro-purchase threshold **shall** be awarded using fair opportunity procedures IAW RFO 16.507-2, Fair Opportunity Procedures and DFARS 216.507, Additional Ordering Procedures for Multiple-Award Contracts (DEVIATION 2026-O0045), unless an exception applies under RFO 16.507-6, Exceptions to Fair Opportunity.

Protests of task orders are subject to the limitations set forth in RFO Subpart 33.1, Protests. Task orders valued in excess of $35 million may be protested only to the Government Accountability Office IAW RFO 16.508, Protests of Orders.

H.4.4. If the Contractor determines that the PWS is not within the scope of the base MATOC, the Contractor **shall** notify the Contracting Officer immediately in writing and **shall** include the reason for such judgment.

H.4.5. No work **shall** be initiated by the Contractor prior to receipt of the signed task order, unless otherwise directed/ authorized by the Contracting Officer. It is the intent of the Government to distribute the issuance of task orders over the period of the contract; however, due to the nature of the mission, there is no guarantee of an orderly flow of work. Task orders may be issued under this contract from date of award throughout contract ordering period.

H.4.6. All task orders issued hereunder are subject to the terms and conditions of the base MATOC. The base MATOC **shall** control in the event of any conflict with a task order.

H.4.7. The work to be performed **shall** be IAW the PWS attached to each task order and made a part thereof.

H.5 LETTER OF AUTHORIZATION. Some travel **shall** require a Letter of Authorization (LOA). As noted in DFARS 225.771-3(e), Letter of Authorization (DEVIATION 2026-O0041), a LOA is necessary to enable a contractor employee to process through a deployment processing center; to travel to, from, and within a theater of operations; and to identify any additional authorizations and

privileges. As required by task order, the Contractor **shall** initiate a LOA for each prospective traveler. If required at the task order level, the Contractor **shall** use the Synchronized Pre-deployment \& Operational Tracker (SPOT) web-based system, at https://spot.dmdc.mil/, to enter and maintain data with respect to traveling /deployed personnel, and to generate LOAs.

H.6 OWNERSHIP OF WORK PRODUCTS. The Government **shall** have the ownership of all surveys, concepts, plans, and proposals submitted to the Contracting Officer, including the content and technical approach presented. If, after the contractor has produced a facility concept plan, Facility plan, proposals, and/or site surveys, the Government chooses to pursue a project by means other than this contract or Contractor, the Government **shall** do so as owner of all surveys, proposals, concepts, and plans submitted to the Contracting Officer, including the content and technical approach presented.

H.7 EMPLOYMENT ELIGIBILITY VERIFICATION. The Contractor **shall** comply, for the period of this contract, with the requirements of the Employment Verify Program as required by RFO 52.222-54, "Employment Eligibility Verification." Information on registration for and use of the Employment Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-verify.gov/.

H.8 GENERAL INSURANCE REQUIREMENTS. IAW RFO 28.307-2, "Liability", the Contractor **shall** maintain the following minimum insurance coverage throughout the ordering period of this contract. The successful offeror(s) must present evidence of insurance coverage as described below to the Contracting Officer prior to award of (or prior to performance on) applicable task orders requiring OCONUS performance.

H.8.1. Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they **shall** be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

H.8.2. General Liability. The contractor **shall** maintain bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000.00 per occurrence.

H.8.3 Automobile liability. The contractor **shall** maintain automobile liability insurance written on the comprehensive form of policy. The policy **shall** provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States **shall** provide coverage of at least $200,000.00 per person and $500,000.00 per occurrence for bodily injury and $20,000.00 per occurrence for property damage. The amount of liability coverage on other policies **shall** be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.9 DEFENSE BASE ACT (DBA) INSURANCE.

H.9.1. Contractors **shall** obtain DBA insurance from either a Department of Labor (DOL) authorized insurance carrier or utilize a self-insurance program.

H.9.2. The Department of Labor (DOL) has approved multiple insurance carriers which promote a competitive market environment. Therefore, USACE/DMEA contractors **shall** obtain commercially available DBA insurance, from a DOL authorized insurance carrier unless the contractor is under a self-insurance program approved by the DOL or subject to a waiver. The DOL approved carriers, and self-insured employers are available at https://www.dol.gov/agencies/owcp/dlhwc/lscarrier.

H.9.3. A separately priced CLIN is not required for DBA insurance.

H.10. SUBCONTRACTING REPORTS. IAW RFO clause 52.219-9, "Small Business Subcontracting Plan", large businesses are required to submit an Individual Subcontracting Report (ISR) via www.SAM.gov. The report **shall** include sufficient evidence that a good faith effort was made to achieve the subcontracting goals. The report will be used to determine the extent of compliance with the approved Subcontracting Plan. Contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan is considered a material breach of its contract and is subject to the imposition of liquidated damages. In addition, large businesses are required to submit an annual report to the Contracting Officer each year that captures the complexity level of tasks assigned to small business subcontractors per each task order.

H.11 ORGANIZATIONAL AND CONFLICTS OF INTEREST (OCI). IAW Subpart 9.5, "Organizational and Consultant Conflicts of Interest", include actual or perceived unequal access to information, biased ground rules, or impaired objectivity OCI(s). The Government recognizes that an OCI may arise when contractors are required to make equipment purchases on behalf of the Government for this requirement. Specifically, if the equipment is available through the prime contractor or its subcontractors, an OCI could exists as determined by the Contracting Officer. To address this, neither the prime contractor nor its subcontractors may participate as an offeror, subcontractor, or consultant for any procurement of equipment conducted under this requirement. If you believe that an OCI(s) may be at issue in reference to this solicitation, please make full disclosure regarding such OCI(s) to the Contracting Officer and submit mitigation plan(s) as appropriate. All mitigation plan(s) must be included in your proposal and be accepted by the Government in order to be considered for award. OCI is a responsibility determination conducted by the Contracting Officer and not an evaluation factor.

H.12 LICENSES AND PERMITS. The contractor **shall** be responsible for obtaining any necessary licenses and permits and for complying with all laws, ordinances, statues, and regulations in connection with the furnishing of the services herein. The Contractor will bear the burden of any cost associated with the license and permits.

H.13. NEW TECHNOLOGY AND UPGRADED MODELS.

H.13.1. The Contractor may offer, for the Government's consideration, items of hardware, firmware, or software, including support thereof, where such items represent advancements in the

state-of-the-art or performance enhancement. If the Government determines it to be to its advantage, those items may be incorporated under this contract by modification.

H.13.2. If the Contractor, in its product line, upgrades an item that is available as a line item hereunder or substitutes a new item with enhanced performance features for an item that is available as a line item under this contract, such improved items may be included in this contract in place of the existing items at not greater than the existing prices established under the CLINs Section.

H.13.3 The Contractor **shall** notify the Contracting Officer of any such changes in its product line that affect this contract promptly after the company institutes the change.

H.13.4. In the case of software products, the Government will pay no additional license fees to the substitute products.

H.14 SECURITY CONTRACT LANGUAGE FOR ALL UNCLASSIFIED CONTRACTS.

H.14.1. All Contractor employees who are US citizens working under this contract who require access to Information Technology Systems, (standalone computers, network computers/systems, email etc.) **shall**, at a minimum, be designated into an information technology I, II or III position IAW AR 25-2, Information Assurance. The investigative requirement for an information technology I position is a favorable Single Scope Background Investigation (SSBI), IT II and IT III positions require a favorable National Agency Check with Law and Credit (NACLC).

H.14.2. A Common Access Card (CAC) is also required for access to Government information technology systems. Proof of the appropriate investigative requirement /background check will be confirmed through the https://jko.jten.mil/courses/AT-level1/launch.html.

H.15 ANTITERRORISM (AT) REQUIREMENTS

H.15.1. General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training

certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures--this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

H.15.2. Antiterrorism (AT) Level I training: All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at https://jko.jten.mil/ (website subject to change).

H.15.3. Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

H.15.4. Contract personnel requiring a common access card (CAC): Contract personnel will be issued a common access card (CAC) only if duties involve one of the following: (1) both physical access to a DoD facility and access to DoD information systems or networks; (2) remote access to a DoD information system or network using DoD-approved remote access procedures; or (3) physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. Before CAC issuance, contract personnel must have, at a minimum, a favorably adjudicated Tier 1 investigation or an equivalent or higher investigation in accordance with applicable Army regulations and Homeland Security Presidential Directive-12 (HSPD-12). At the discretion of the RA, an initial CAC may be issued based on a favorable review of a fingerprint check and a successfully scheduled Tier 1 investigation with the National Background Investigations Bureau. The RA provides contract personnel with additional information and forms to initiate the CAC issuance process, and/or to initiate background investigations, when required. Contract personnel shall complete these processes within established timelines to avoid delays.

H.15.5. Security requirements for contract performance outside the US: For contract performance requirements that involve services or delivery in a foreign country, the Contractor shall comply with the requirements of DFARS clause 252.225-7043, as applicable. For performance requirements that involve contract personnel accompanying or supporting US Armed Forces deployed outside the US, the Contractor shall comply with the requirements of DFARS clause 252.225-7040, as applicable. Contract personnel accessing DoD or other federal facilities outside the US shall comply with applicable Status of Forces Agreements and Geographic Combatant Command requirements. Prior to contract personnel traveling outside the US, the Contractor shall provide documentation of AT, OPSEC, and other required training to the COR, or other RA representative. Additionally, contract personnel shall comply with travel requirements specified in the DoD Foreign Clearance Guide, including country and theater clearance processes.

H.15.6. Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

H.15.7. Contract personnel requiring access to Government information systems: All contract personnel with access to a government information system (including USACE business systems and CAC-enabled websites) shall comply with applicable DoD and Army regulations and shall use the organization's UserID-Password Administration and Security System (U-PASS) at commencement of services to request network user accounts. Contract personnel shall complete DoD Information Assurance Awareness training prior to accessing information systems, and annually thereafter.

H.15.8. Contracts requiring a formal OPSEC program: The Contractor shall develop an OPSEC SOP/Plan within 90 days of contract award. The OPSEC SOP/Plan shall be reviewed and accepted by the RA OPSEC Officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it, and why it needs to be protected. In accordance with Army and DoD regulations, the contractor shall have a certified Level II OPSEC coordinator, who shall ensure OPSEC compliance during contract performance.

H.15.9. Training requirements for the protection of sensitive information: All contract personnel with access to critical information (as identified in the RA's OPSEC Program) shall complete initial and annual refresher OPSEC Level I Awareness training, which is available at the following websites: https://www.iad.gov/ioss/, or http://www.cdse.edu/catalog/operations-security.html (websites subject to change). All contract personnel with access to Controlled Unclassified Information (CUI) shall complete initial and annual refresher CUI training in accordance with applicable Army policy.

H.15.10. Cybersecurity Maturity Model Certification (CMMC) and CUI-FCI Compliance: All contract personnel must comply with CMMC requirements, as detailed in the Defense Federal Acquisition Regulations Supplement (DFARS). To enhance the security of information and reduce risk of

cyber-attacks the Department of War (DOW) established the CMMC Program, which requires pre-award assessment of information and covered contractor systems against established cybersecurity standards for safeguarding FCI and CUI.

Controlled Unclassified Information (CUI) or Federal Contact Information (FCI) will apply if the contact is available for public release. CUI or FCI will also apply if the contractor is required to have CUI residing in or transitioning through their information system at any time.

CMMC is not required if CUI and FCI does not apply to this contract, only CMMC Level 1 applies.

CMMC Level 3 (self-certification + C3PAO + DIBCAC) applies if there **is** a Reasonable expectation that the release of the CUI would place National Security or Critical Systems (ex. Nuclear, cyber, missile defense)

CMMC Level 2 (self-certification) applies if there **is not** a Reasonable expectation that the release of the CUI would place National Security or Critical Systems (ex. Nuclear, cyber, missile defense)

CMMC Level 2 (self-certification + C3PAO) applies if any portion of the CUI anticipated in the contract and listed in the "Defense" Category

CMMC Level 2 (self-certification only) applies if no portion of the CUI anticipated in the contract and listed in the "Defense" Category

H.15.11. Information Assurance (IA)/Information Technology (IT) requirements: All contract personnel performing IA/IT services must comply with DoD training and certification requirements specified in DoDD 8140, Information Assurance Workforce Improvement Program. Contract personnel shall provide the Government representative with documentation of requisite certification (s) prior to performing on the contract. In accordance with applicable DoD, Army, and USACE regulations, the Contractor shall ensure that all information systems (IS) and platform information technology (PIT) systems developed and/or supported under this contract comply with cybersecurity and architectural requirements, including, but not limited to: security technical implementation guides (STIG)(e.g., the current version of the Application Security and Development STIG, and the internet access point (IAP) demilitarized zone (DMZ) STIG), and the use of security controls developed under the risk management framework documentation for the system or platform. The Contractor shall address questions regarding these provisions to the Government representative, who will coordinate between the Contractor and the USACE Chief Information Officer (CIO).

H.15.12. Contracts requiring handling or access to classified information: The prime Contractor shall have a Facility Clearance (FCL) at the appropriate level prior to performance on the contract; the RA will sponsor the prime contract company in obtaining the FCL. All cleared contract personnel shall comply with the FCL requirements, as well as applicable laws and regulations regarding contractor access to national security information. For classified contracts, the RA will generate the DD Form 254, which will be attached to the contract.

H.15.13. Threat Awareness Reporting Program: All contract personnel who maintain an active security clearance shall receive initial and annual refresher training on the Threat Awareness and Reporting Program (commonly referred to as "TARP"), provided by a Counterintelligence Agent. As determined by the servicing Counterintelligence Agent for the RA, contract personnel may complete web-based TARP training.

H.15.14. Escorting in classified and/or sensitive areas: In accordance with applicable regulations, all contract personnel who do not possess the appropriate security clearance or access privileges will be escorted in areas where they may be exposed to classified information or operations, sensitive information or activities, or restricted areas.

H.15.15. Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in RFO clause 52.222-54 Employment Eligibility Verification and RFO Subpart 22.18 in using the E-Verify Program at (https://www.e-verify.gov/) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with RFO 22.102-1 (i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

H.15.16. Contracts requiring armed security guards: All contract personnel performing contract security guard duties shall comply with the Individual Reliability Program in accordance with AR 190-56 (The Army Civilian Police and Security Guard Program), as well as applicable installation, facility and area commander installation/facility policies and procedures regarding storing weapons and ammunition in accordance with AR 190-11 (Physical Security of Arms Ammunition, and Explosives).

H.15.17. Contracts requiring delivery of food and water: The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and/or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles and storage locations are subject to inspection at any time by the COR, Post Veterinarian, law enforcement officers, or other RA representatives authorized to conduct such inspections. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product "unfit for intended purpose," supplies tendered for acceptance may be rejected without further inspection. As the holder of a contract with the DoD, the Contractor shall ensure that all products and/or packaging have not been tampered with or contaminated. The Contractor shall ensure all delivery conveyances are always locked or sealed, except when actively loading or unloading. Unsecured vehicles shall not be left unattended. All incoming truck drivers shall provide adequate identification upon request. In the event of an identified threat to a delivery location, or a heightened force protection/Homeland Security threat level, the Contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DoD facilities.

The Requiring Activities (RA) ATO must complete the AT/OPSEC coversheet to ensure the security language is suitable for the supporting organization and location. Additional security requirements may be delineated in individual task orders. Other security practitioners may develop additional security-related language to be included in the requirements document based on the current security posture or threat environment.

H.16. HOST NATION PERMITS AND RESPONSIBILITIES. The Contractor **shall**, without additional expense to the Government, be responsible for obtaining any necessary host nation licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the prosecution of the work. It **shall** be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. It **shall** take proper safety and health precautions to protect the work, the workers, the public, and the property of others. It **shall** also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of the work thereof which theretofore may have been accepted.

H.17 ON-RAMP/OFF-RAMP/DORMANT STATUS PROCEDURES.

H.17.1. General. During the MATOC ordering period, the Government may evaluate the market and Contractor performance to determine whether it is in the Government's best interest to implement on-ramp, off-ramp, or dormant status procedures. All such procedures are conducted at the sole discretion of the Contracting Officer and will be documented in the contract file. Nothing herein obligates the Government to conduct an on-ramp, off-ramp, or dormant status procedure.

H.17.2. On-Ramp Procedures. The Government may conduct an on-ramp to solicit, evaluate, and award contracts to additional qualified firms to enhance competition, address mission needs, or mitigate performance risk. On-ramp solicitations will use substantially the same proposal instructions, evaluation criteria, and terms and conditions as the original solicitation unless otherwise stated. Contracts awarded as a result of an on-ramp will be treated as staggered awards.

H.17.3. Off-Ramp Procedures. The Contracting Officer may remove a Contractor from the MATOC when it is determined to be in the best interest of the Government. Grounds for off-ramp may include, but are not limited to, poor performance, failure to submit acceptable task order proposals, or failure to comply with material contract requirements. Off-ramp actions **shall** not affect task orders awarded prior to removal.

H.17.4 Dormant Status. Due to extenuating circumstances not related to performance, a Contractor may request to be placed in dormant status for a defined, finite period, subject to Contracting Officer approval. Contractors in dormant status are not eligible to compete for new task orders but may continue performance on existing task orders. At the conclusion of the dormant period, the Contractor **shall** return to active status unless otherwise directed by the Contracting Officer.

Dormant status does not preclude the Contracting Officer from taking off-ramp action if circumstances warrant.

H.18 SPECIAL INSTRUCTIONS FOR TASK ORDER LOCATIONS OUTSIDE THE CONTIGUOUS UNITED STATES. This section provides instructions for overseas projects, as follows - All SOFAs, which have particular requirements for allowing Contractors to work within a country, will be addressed in its entirety at the task order request for proposal. Work that goes against any SOFA will not be executed under this requirement.

For any overseas work to be executed in a foreign country, CEHNC will coordinate with the respective USACE District to ensure all proper steps are performed prior to the execution of actions in those locations. In addition, the Contracting Officer will ensure full compliance with Defense Federal Acquisition Regulation Systems Procedures, Guidance, and Information (DFARS PGI) 225.802, "Procedures" (DEVIATION 2026-O0041), as well as review the respective country's international agreements to ensure all applicable requirements are incorporated and followed. Each foreign country included will be identified by region. If it is determined that a requirement cannot be satisfied under this requirement, then a standalone contract or other acquisition method /vehicle will be pursued.

The Contractor **shall** comply and will ensure that all deployed employees, subcontractors, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directives, policies, and procedures as well as federal statutes, judicial interpretations, and work requirements applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing SOFAs may take precedence in the task order over the base contract requirements. The Contracting Officer will resolve any disputes. The Contractor will provide the Contracting Officer with copies, upon request, of any documents relating to the dispute.

Other foreign jurisdictions OCONUS may be added to the geographic scope of the base MATOC if deemed appropriate after an analysis of relevant statutes and regulations, including the Competition in Contracting Act (CICA), and approval of a RFO Part 6 Justification and Approval for out-of-scope change if appropriate, and analysis of international agreement terms between the United States and the respective foreign jurisdiction. However, the file will be documented accordingly to ensure compliance with the approved Combination Acquisition Strategy and Plan. It is recognized that foreign country contracting involves some unique challenges when preparing the solicitation(s) (e.g., Japan and Korea require compliance with USFJ Instruction 64-100 and USFK Regulation 715-2 respectively), so coordination will be done with Office of Counsel and respective Districts to ensure all appropriate clauses and provisions are included.

*** END OF NARRATIVE ***

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-16	Preventing Personal Conflicts of Interest.	2020-06		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-15	Service Contract Reporting Requirements for Indefinite-	2026-02		

	Delivery Contracts. (Deviation 2026-O0038)	
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	2026-02
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-7	Notice of Partial Small Business Set-Aside.	2020-11

52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	2018-08
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.224-1	Privacy Act Notification.	1984-04
52.224-2	Privacy Act.	1984-04
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.229-1	State and Local Taxes.	1984-04
52.229-3	Federal, State, and Local Taxes.	2013-02
52.229-6	Taxes-Foreign Fixed-Price Contracts.	2013-02
52.232-1	Payments.	1984-04
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-11	Extras.	1984-04

52.232-17	Interest.	2014-05		
52.232-18	Availability of Funds.	1984-04		
52.232-23	Assignment of Claims.	2014-05		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	1984-04		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		
52.242-2	Production Progress Reports.	1991-04		

52.242-13	Bankruptcy.	1995-07		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	2026-02		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.243-4	Changes. (Deviation 2026-O0038)	2026-02		
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services).	1998-08		
52.244-5	Competition in Subcontracting.	2024-08		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		
52.246-23	Limitation of Liability.	1997-02		
52.246-24	Limitation of Liability-High-Value Items.	1997-02		
52.246-25	Limitation of Liability-Services.	1997-02		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04		
52.249-8	Default (Fixed-Price Supply and Service).	1984-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective

		Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12
252.203-7003	Agency Office of the Inspector General.	2019-08
252.203-7004	Display of Hotline Posters.	2023-01
252.204-7000	Disclosure of Information.	2016-10
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05

252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders.	2025-10
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7004	Report of Intended Performance Outside the United States and Canada -Submission after Award.	2024-07
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7013	Duty-Free Entry.	2025-08
252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States.	2023-01
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.229-7006	Value Added Tax Exclusion	2011-12

	(United Kingdom)	
252.229-7007	Verification of United States Receipt of Goods.	1997-06
252.229-7008	Relief from Import Duty (United Kingdom).	2011-12
252.229-7014	Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements.	2022-10
252.232-7010	Levies on Contract Payments.	2006-12
252.233-7001	Choice of Law (Overseas).	1997-06
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-11	Liquidated Damages-Supplies, Services, or Research and Development.	2000-09		

Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $____ per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.216-18 Ordering. 2020-08

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 ____ through ____[insert dates].

(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. 1995-10

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,000.00[insert dollar figure or quantity], 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 $40,000,000.00[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of $120,000,000.00[insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 180 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 10 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)	2026-02

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 ____ [insert date].

(End of clause)

52.216-32	Task-Order and Delivery-Order Ombudsman.	2019-09

Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. COL Richard H. Pfeiffer Jr.441 G Street NW, Washington DC 20314-1000(202) 761-4707; Email: USACE-ContractingOmbudsman@usace.army.mil [Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e. g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

52.217-8	Option to Extend Services.	1999-11

Option to Extend Services (Nov 1999)

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

(End of clause)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within TBD[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least TBD days[60days unless a different number of days is inserted] 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 TBD(months) (years).

(End of clause)

52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038)	2026-02

Small Business Subcontracting Plan (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause-

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S. C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages

and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Subcontracting Plan Reporting (SPR) means the electronic subcontracting reporting system at SAM.gov for small business subcontracting program reporting.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and

women-owned small business (WOSB) concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The Contracting Officer will include the subcontracting plan in and make it a part of the resultant contract. The Offeror shall negotiate the subcontracting plan within the timeframe specified by the Contracting Officer. If the Offeror fails to submit and negotiate the subcontracting plan, then the Offeror will not be eligible for award of a contract.

(2)

(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if-

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or SDB status.

(v) In order to be eligible as a VOSB, SDVOSB, HUBZone small business, or WOSB concern, subcontractor under a subcontracting plan, the small business must be certified by the Small Business Administration (SBA) as that socioeconomic status. SBA certifications are in the Small Business Search (SBS) website at https://search.certifications.sba.gov/.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) and awards a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, if the protégé is a covered territory business or the protégé's principal office is located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626-

(i) Count subcontracts awarded to an ANC or Indian tribe toward the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or SBA certification status of the ANC or Indian tribe; and

(ii) If one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, then the ANC or Indian tribe shall designate the appropriate Contractor (s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contracting Officer will consider the Contractor that awarded the subcontract to the ANC or Indian tribe the designated Contractor.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (e.g.,

ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will-

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the SPR. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using SPR;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the SPR when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that

have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-

disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if-

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in paragraph (d)(12) of this clause. The Contractor shall submit the written explanation to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at https://search.certifications.sba.gov/.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of

the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in SPR for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and

philanthropic contributions. This report shall be monitored in SPR by the agency that approved the plan. This report shall be submitted within 45 days after the end of the Government's fiscal year.

(h) The Contracting Officer will consider prior compliance of the Offeror with other such subcontracting plans under previous contracts in determining the responsibility of the Offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.109(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract is awarded under FAR part 12, Acquisition of Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The Contracting Officer will consider failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled "Utilization Of Small Business Concerns," or an approved plan required by this clause, a material breach of the contract and may consider the failure in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based SPR. Do not include purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor in these reports. Treat subcontract awards by affiliates as subcontract awards by the Contractor. Limit subcontract award data reported by the Contractor and subcontractors to awards made to their immediate next-tier subcontractors. The Contractor and its subcontractors cannot take credit for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or SDB credit from an ANC or Indian tribe. Include in these reports only subcontracts involving performance in the United States or its outlying areas, with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 45 days of contract completion. Reports are due 45 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When notified of any anomaly, discrepancy, or error in the ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice.

(ii)

(A) When a subcontracting plan contains separate goals for the base period of the contract and each option, the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.302-1 or 19.301(e), the Contractor shall report its achievements on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, include these costs in this report.

(iv) In the case of a subcontract with a subcontracting plan, the responsibility to monitor the ISR belongs to the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual subcontracting plans-

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.109(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments /agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by November 14 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The responsibility to monitor SSRs in SPR, including SSRs submitted by subcontractors with subcontracting plans, belongs to the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan-

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The responsibility to monitor SSRs for commercial plans belongs to the Government agency that approved the commercial plan.

(End of clause)

52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(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 sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; 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) 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 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;

(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)

52.223-3	Hazardous Material Identification and Safety Data. (Deviation 2026-O0038)	2026-02

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)

52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria.	2001-05

Warranty of Systems and Equipment under Performance Specifications or Design Criteria (May 2001)

(a) Definitions. As used in this clause-

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

Defect means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean "data."

(b) Contractor's obligations.

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor ____[Contracting Officer shall state the warranty period; e.g.,"at the time of delivery;" "within 45 days after delivery," or the specified event whose occurrence will terminate the warranty period; e.g.,the number of miles or hours of use, or combination of any applicable events or periods of time.].

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall-

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within ____[Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g.,"30 days after delivery of the nonconforming supplies;" "90 days of the last delivery under this contract;" or "90 days after discovery of the defect."]. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within ____[Contracting Officer shall insert period of time] a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the

Contractor shall submit a technical and cost proposal within ____. [Contracting Officer shall insert period of time] to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government.

(1) The rights and remedies of the Government provided in this clause-

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within ____[Contracting Officer shall insert period of time] after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at ____[Contracting Officer shall insert locations where corrections may be performed].

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)

(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to-

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise-

(i) Obtain detailed recommendations for corrective action and either-

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

52.246-20 Warranty of Services. 2001-05

Warranty of Services (May 2001)

(a) Definition."Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor ____[Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g.,"within 30 days from the date of acceptance by the Government,"; within 1000 hours of use by the Government;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either-

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.248-1	Value Engineering. (Deviation 2026-O0038)	2026-02

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

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

(b) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

resulting from negative instant contract savings.

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

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

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

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

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

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

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

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

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

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

(i) In deliverable end item quantities only;

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

(iii) To the contract type only.

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

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

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

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

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

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

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

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

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

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

(e) Government action.

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

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

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

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

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

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

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

follows:

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

Contract Type	Sharing arrangement: Incentive (Voluntary)	Sharing arrangement: Program Requirement (Mandatory)		
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	*50	*50	25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	*50	(**)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)	***25	***25	15	15

* The Contracting Office may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

*** The Contracting Office may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

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

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

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

ceiling price, and the amount shall be offset against concurrent and future contract savings.

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

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

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

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

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

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

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

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

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

(i) Concurrent and future contract savings.

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

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

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

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

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

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

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

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

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

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

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

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

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

accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

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

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

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

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

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

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

TBD TBD TBD[Insert one or more Internet addresses]

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any ____[insert regulation name] (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

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: Level 2 (Self-Assessment) Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC) 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)

252.223-7001 Hazard Warning Labels. 1991-12

HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

____	____
____	____
____	____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.236-7001	Contract Drawings and Specifications.	2000-08

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(End of clause)

Section J - List of Attachments

The attachments listed in this Section are incorporated by reference and made part of this contract with the same force and effect as if included in full text.

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	ATTACHMENT 1 PAST PE RFORMANCE QUESTIONNA RE	ATTACHMENT 1 PAST PERFORMANCE QUESTIONNARE		19 Dec 2025		4	Attachment	No
0002	ATTACHMENT 2 SMALL B USINESS PA RTICIPATIO N PLAN	ATTACHMENT 2 SMALL BUSINESS PARTICIPATION PLAN		19 Dec 2025		2	Attachment	No
0003	ATTACHMENT 3 LETTER OF COMMITM ENT FOR KE Y SUBCONTR ACTOR	ATTACHMENT 3 LETTER OF COMMITMENT FOR KEY SUBC ONTRACTOR		19 Dec 2025		1	Attachment	No
0004	ATTACHMENT 4 PROJECT REPORTING FORM	ATTACHMENT 4 PROJECT REPORTING FORM		19 Dec 2025		3	Attachment	No
0005	ATTACHMENT 5 INSTRUC TION TO OF FERORS	ATTACHMENT 5 INSTRUCTION TO OFFERORS		19 Dec 2025		13	Attachment	No
0006	ATTACHMENT 6 EVALUAT ION FACTOR S FOR AWAR D	ATTACHMENT 6 EVALUATION FACTORS FOR AWARD		19 Dec 2025		8	Attachment	No
0007	ATTACHMENT 7 PERFORM	Performance Work Statement		22 Oct		24	Attachment	No

	ANCE WORK STATEMENT_ UMCS VI			2025				
0008	ATTACHMENT 8 PROJNET QUESTION RESPONSES	ATTACHMENT 8 PROJNET QUESTION RESPONSES		17 Jun 2026			Attachment	No

Section K - Representations, Certification, & Other Statements

FAR Provisions 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.	2024-09		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

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

Representation.

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)	2026-02		

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

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

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

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

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have

lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(End of provision)

52.222-48	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification. (Deviation 2026-O0038)	2026-02

Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification (Feb 2026) (Deviation 2026-O0038)

(a) The offeror must check the following certification:

Certification

The offeror [ ] does [ ] does not certify that-

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

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

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

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1002-1(e)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror must notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute

the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the

administration of the trust; and

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

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

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

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

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the

Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	2026-02		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.216-27	Single or Multiple Awards.	1995-10		
52.219-31	Notice of Small Business Reserve.	2020-03		
52.232-38	Submission of Electronic Funds Transfer Information with Offer.	2013-07		

52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02
52.237-1	Site Visit.	1984-04

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		
252.215-7016	Notification to Offerors-Postaward Debriefings.	2025-10		
252.225-7003	Report of Intended Performance Outside the United States	2025-10		

FAR Provisions Incorporated by Full Text

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

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

The Government contemplates award of a Firm-Fixed Price[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

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: Level 2 (Self-Assessment) [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. 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)

Section M - Evaluation Factors for Award

FAR Provisions Incorporated by Reference

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

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

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

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

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price /approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

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

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

(End of provision)