SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: N/A

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SP4701-26-Q-0141

6. SOLICITATION ISSUE DATE: 6/17/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Ena Morimoto, Ena.Morimoto@dla.mil

b. TELEPHONE NUMBER *(No collect calls)*: (445) 737-1022

8. OFFER DUE DATE/ LOCAL TIME: 7/2/2026 12:00PM EST

9. ISSUED BY — CODE SP4701

DLA CONTRACTING SERVICES OFFICE- PHILADELPHIA
DCSO-P
700 ROBBINS AVENUE
PHILADELPHIA PA 19111
USA

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8 (A)

NAICS: 513210

SIZE STANDARD: $47.0 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE
SEE THE SCHEDULE

16. ADMINISTERED BY — CODE SP4701

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE SL4701

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	*SEE THE SCHEDULE E-Procurement #: TBD *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
MORIMOTO.ENA.N.1362348192
Digitally signed by MORIMOTO.ENA.N.1362348192
Date: 2026.06.17 13:52:46 -04'00'

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Ena Morimoto

31c. DATE SIGNED
17 June 2026

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

CUI

COMBINED SYNOPSIS/SOLICITATION
REQUEST FOR QUOTE (RFQ)
(SP4701-26-Q-0141)

Part I – The Schedule

(1) Action Code: N/A

(2) Date: June 17, 2026

(3) Contracting Office Zip Code: 19111

(4) NAICS Code: 513210

(5) Contracting Office Address:
DLA Contracting Services Office Philadelphia
700 Robbins Avenue,
Building #6 North Side
Philadelphia, PA 19111

(6) Subject: Requirement for B**rand Name or Equal Information Technology (IT) subscription** – **Brand Name product** FDB MEDKNOWLEDGE, Descriptive and Pricing Information, FDB Foundations (Drug and Conditions Concepts and Descriptive Information), and FDB Drug Pricing.

(7) Proposed Solicitation Number: SP4701-26-Q-0141

(8) Closing Response Date: **July 02, 2026, 12:00PM EST.**

(9) Solicitation Points of Contact:

Contract Specialist: Jenna.greensweig@dla.mil

Contracting Officer: Ena.morimoto@dla.mil

(10) Contract Award: N/A

(11) Contract Award Dollar Amount: TBD

(12) Line-Item Number: See the Performance Work Statement and Line-Items in section V below. Complete the attached Bill of Materials (BoM) provided as Attachment I to this RFQ.

(13) Contract Award Date: ANTICIPATED ON OR BEFORE 07 August 2026

(14) Contractor: TBD

Section C – Description/Specifications/Statement of Work

(i) The Defense Logistics Agency (DLA) contract services office (DCSO) has a requirement for a brand name sole source Information Technology (IT) solution, **FDB MEDKNOWLEDGE Descriptive and Pricing data, FDB Foundations, and FDB Drug Pricing subscription license agreement, in support of the Defense Logistics Agency (DLA) Troop Support Medical Directorate.** This is a combined synopsis/solicitation – Request for Quote / Proposal for commercial IT, prepared in accordance with the format in Subpart 12.603 Streamlined Solicitation for Commercial Items, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes/proposals are being requested in response to this solicitation. A separate solicitation will not be issued.

(ii) Solicitation Number: SP4701-26-Q-0141; the solicitation is issued as a Request for Quote (RFQ).

(iii) This solicitation document and incorporated provisions & clauses represent those in effect through Federal Acquisition Circular 2026-01 effective 13 March 2026.

(iv) The North American Industrial Classification System (NAICS) code for this acquisition is 518210 – Computing Infrastructure Providers, Data Processing, Web Hosting and Related Services (size standard: $40M). This requirement is being solicited on a Full & Open basis via Open Market Procedures to the Contract Opportunities Website (sam.gov), as supported by a Justification & Approval on an Other Than Full & Open Competition basis due to the sole-source brand-name requirement.

(v) List of line-item numbers and items, quantities, and units of measure:

***PLEASE SEE BILL OF MATERIALS/STATEMENT OF WORK SPREADSHEET INCLUDED AS ATTACHMENT I. FOLLOW ALL DIRECTIONS TO COMPLETE THE SPREADSHEET, INPUT YOUR FIRMS PRICE & NOTATIONS AND SUBMIT WITH FINAL PROPOSAL/QUOTE.**

Data Subscription License Agreement (**Brand Name or Equal**) - FDB MEDKNOWLEDGE Descriptive and Pricing Information in accordance with Section 2 - Performance Work Statement (PWS).

CLIN	SERVICES FFP	QTY	U/I	UNIT PRICE	TOTAL PRICE
0001	Data Subscription License Agreement - 220 sites (Base Year)	12	MOS		$
1001	Data Subscription License Agreement – 220 Sites (Option Year 1)	12	MOS		$
2001	Data Subscription License Agreement – 220 Sites (Option Year 2)	12	MOS		$
3001	Data Subscription License Agreement – 220 Sites (Option Year 2)	12	MOS		$
4001	Data Subscription License Agreement – 220 Sites (Option Year 2)	12	MOS		$

NOTE: All proposals shall be submitted electronically to Jenna.greensweig@dla.mil and Ena.morimoto@dla.mil

Performance Work Statement

2.1 Background

The DLA Troop Support Medical Directorate has a requirement to renew, or replace, its existing data subscription license agreement for FDB MEDKNOWLEDGE Descriptive and Pricing Information, FDB Foundations, and FDB Drug Pricing a subscription service manufactured by First Databank, Inc with the brand name or equal product. This license is required to provide drug databases that include descriptive drug information and classification in support of pharmacy procurement and analysis, which promises to lower healthcare costs and improve patient care. The database is required to provide critical classification data for up to two-hundred-twenty (220) DLA Troop Support sites on a weekly basis to enable cross references of products or equivalent products such as therapeutically equivalent products, pharmaceutically equivalent products, etc. (ATTACHMENT 5 – SITE LIST for the sites requiring access [provided upon request]). FDB product information is also required in numerous DLA Troop Support Medical system applications as well as in downstream service customer systems and catalogs.

2.2 Scope

DLA-TS Medical Directorate seeks to acquire drug knowledge database (over the counter, prescription, disposable and reusable medication devices commonly used by pharmacies) for medical decision making. The solution must provide a solution that integrates and enables solutions for Electronic Health Records (EHR), Computerized Provider Order Entry, and Electronic Medication Administration Records (eMAR) into a single cohesive solution. The solution must be integrateble into the existing DLA-TS Medical Directorate information system. And must, at a minimum, provide information on drug products utilized in the United States, Canada, Australia, the Middle East, and other regions. Along with detailed and accurate drug pricing that is updated daily, the proposed solution must provide the Government clinicians a customizable solution that will enhance understanding of drugs and health conditions to enhance usability, while facilitation interoperability, and clinical decision support. The

proposed solution must provide access to appropriate drug product nomenclature for various tasks, along with highly accurate cross-referencing in accordance with the National Library of Medicine (NLM) naming system for clinical drugs. The proposed solution must enable the Government to navigate, store, and display drug information as broadly or narrowly as required. The proposed solution should support; dosing decisions, drug disease decisions, drug identification decisions, patient education, and professional drug references.

The following are a few of the most critical elements to be provided by the data feed:

- The American Hospital Formulary Service (AHFS) therapeutic class code that identifies the pharmacologic therapeutic category of the product, where more than one AHFS code is possible, especially for combination products
- Dosage forms (e.g. Capsule – Soft, Hard, etc.)
- Drug Strength Description and Number for drug potency in metric units and volume, e.g. for gram, milligram, percentage, etc.
- Hierarchical Ingredient Code for active ingredient identification
- Hierarchical Therapeutic Class Code and Hierarchical Therapeutic Class Description
- Generic Name and Generic Code Number Sequence Number
- DESI Drug Indicator for marking a particular drug as being declared less than effective by the Food and Drug Administration (FDA)
- Drug Class for availability to the consumer per Federal specifications

Drug Form Code indicates the basic drug measurement unit for performing price calculations.

The solution should be web based and accessible as needed.

3. Invoice Instructions

Note: When invoicing, please note. The quantity and dollar values are FLIPPED to ensure the ability to process multiple invoices for less than the full obligated amount. For invoicing purposes the total price ($140,920) and the unit price is $1.00. This is to allow for multiple invoices under the order.
The contractor shall submit a proper invoice by the 10 the of each month for services delivered the previous month through Wide Area Workflow (WAWF). All invoices shall be submitted in accordance with clauses DFARS 252.232-7003 and 252.232-7006 included in the RFP and award.

The invoice shall contain:
The contract number
A unique invoice number
The month services were delivered
Name and address of the contractor
A separate entry for each call order with a description of the service
A separate entry for mileage for each call order
The date of each call order
Duration of each call order
The rate of payment for each entry
A total amount invoiced for each call order and mileage entry
A total amount invoiced for all services, including mileage, for the invoice

A description of the service provided for each call order
Name of government contact person
Name of government customer
Notation indicating cancelled call order

Payment will be made by Defense Finance Accounting Service (DFAS) as listed in box 18a of the SF1449.
The invoice shall comply with the requirements identified below: The Government intends invoicing to be done electronically in accordance with DFARS clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports. The Government will utilize the Department of Defense Wide Area Workflow (WAWF) Receipt and Acceptance (RA) System to accept supplies/services delivered under this task order. This web-based system is located at https://wawf.eb.mil and provides technology for DOD vendors and authorized DOD personnel to generate, capture, and process receipt and payment related documentation in a paperless environment. Invoices for supplies/services rendered under this IDIQ shall be submitted electronically through WAWF.
The requirements for invoicing are subject to FAR 52.232-25 Prompt Payment. Invoices for goods received or services rendered under this Task Order(s) shall be submitted electronically through WAWF. Hard copy invoices cannot be accepted. The vendor's failure to include the necessary information will result in invoices being rejected. Back up documentation can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. The Maximum size limit of each attachment is 2 Megabytes (MB). Total size limit for all files is 5MB. The vendor is required to utilize the system when processing invoices and receiving reports under this contract/order. Unless the provisions at DFARS 252.232-7003(c) applies, the vendor shall (1) ensure an Electronic Business Point of contact is designated in the System for Award Management (SAM) at https://www.sam.gov and (II) register to use WAWF-RA at the https://wawf.eb.mil site within ten (10) calendar days after award on this contract/order or modification. Step by step procedures to register are available at the https://wawf.eb.mil site. The vendor will submit invoices and performance reports as required by the PWS electronically in accordance with the requirements specified for WAWF. All invoices will clearly identify the period of performance. The approval of invoices will be based on the performance standards included in the requirements of the PWS. All discrepancies from Task Order requirements will be highlighted and raised to the attention of the Contracting Officer within 15 business days from date of submission to the COR.

The Invoice POC will approve invoices which demonstrate that the vendor has met the deliverables for the period. The vendor is directed to use the "2-In-1" format when processing invoices and receiving reports. For those vendors who are unfamiliar with WAWF, contents for this information can be located on the Defense Finance and Accounting Services (DFAS) Website at:
http://www.dfas.mil/Contractororpay/electroniccommerc/ETToolBox.html
http://www.dfas.mil/contractorpay/ electronic commerce/ETToolBox.html After clicking the "submit" button, a Notice of Successful/Unsuccessful Submission will appear. This screen contains a "Send More E-Mail Notifications" button. Click on this button and add the email addresses for the COR, and others as desired. Notification shall be provided for each invoice submitted.
In some situations, the WAWF-RA system will pre-populate the "Issue By DoDAAC," "Admin By DoDAAC," and "Pay DoDAAC." Vendors shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DODAACs do not match, then the vendor shall correct the field(s) and notify the Contracting officer of the discrepancy (ies). On the vendor

Interface page click on "WAWF-RA" header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate documents either "Combo", "2-in-1," or "Cost Voucher" to download the instructions.
Note to Vendor:

Before closing out an invoice session in WAWF-RA, but after submitting the document(s), the vendor will be prompted to send additional email notifications. Vendors shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address (Note this address is their work address and not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice document(s) have been submitted into the WAWF-RA system.
The POC's identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract/order to whom questions are to be addressed.
WAWF Tools and Help
(a) The vendor may have their CAGE code activated (required only first time) in WAWF by calling 866-618-5988. Once activated, the vendor should self-register at the web site https://wawf.eb.mil .
(b) Vendor training is available at: http://www.wawftraining.com . Additional support can be obtained by calling the DISA Ogden Help Desk at 1-866-618-5988 or e-mailing to cscassig@ogden.disa.mil .
(c) WAWF Vendor "Quick Reference" Guides are located at:
https://acquisition.navy.mil/rda/home/acquisition_one_source/
ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information
Payment information can be accessed from the Defense Finance and Accounting Service (DFAS) website at http://www.dfas. mil. The contract/order number and invoice number is required when inquiring about the status of a payment. Questions concerning payment should be directed to the DFAS at 1-800-756-4571.

Performance Measurements
Performance measures will be used to assess the Contractor's performance in order to determine whether the Contractor is performing at acceptable levels. The performance measurements shall be based on timeliness and quality of the work and deliverables provided by the Contractor. These measurements are defined as:

- Timeliness – The completion of taskings and/or the submission of deliverables within the schedule set forth by the Government during performance.
- Quality – The quality of work completed under the resulting taskings will be measured based on the Government's determination of the validity, accuracy, clarity, and usefulness of a deliverable or if the work performance met the expected outcomes as was communicated to the Contractor by the government.

Non-Personal Services
The contract is for "non-personal services" as defined at FAR 37.101. It is, therefore, understood and agreed that the contractor and/or the contractor's employees: (1) shall perform the services specified herein as independent vendors, not as employees of the Government; (2) shall be responsible for their own management and administration of work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of

this contract; (3) shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract requirements.

Place of Performance

Performance is not required on government site. All work performed shall occur on Offeror's premises.

(vi) **Period of Performance:**

Anticipated Period of Performance (PoP):

Base year: 07 August 2026 – 06 August 2027

Option Year 1: 07 August 2027 – 06 August 2028

Option Year 2: 07 August 2028 – 06 August 2029

Option Year 3: 07 August 2029 – 06 August 2030

Option Year 4: 07 August 2030 – 06 August 2031

DLA Troop Support Point of Contact:
The IT/software access will be provided to the following address:
Defense Logistics Agency (DLA) Troop Support (TS) Medical Directorate
700 Robbins Ave
Philadelphia, Pa 19111
POC: TBD

Delivery/Installation addresses:
Delivery/Installation address and Technical Point of Contact (POC):
Defense Logistics Agency
Medical Directorate
Attn: TBD
700 Robbins Ave
(269) 737-XXXX
TDB@dla.mil

Mark For:
Defense Logistics Agency,
Medical Directorate
TBD@dla.mil

Contract Point of Contact:
Jenna Greensweig, Contract Specialist
Defense Logistics Agency Contract Services Office (DCSO)
(445) 737-3551 | Jenna.greensweig@dla.mil

Ena Morimoto, Contracting Officer
Defense Logistics Agency Contract Services Office (DCSO)
(445) 737-1022 | Ena.morimoto@dla.mil

WAWF Point of Contact:
TBD and will be specified in the executed award

Section F – Deliveries and Performance

(1) Quotation Organization:

a. This RFP/RFQ will be posted to the System for Award Management Website (www.sam.gov) under NAICS code 518210.
b. Offeror shall submit a proposal / quote with a total price for all CLINs. Within the proposal / quote, the offeror shall provide a breakdown of the unit prices for each item listed in the Bill of Materials for this RFP / RFQ.
c. Proposals / Quotes shall be submitted electronically to:
   i. Jenna.Greensweig@dla.mil
d. Offers are due no later than 12:00 PM (Eastern Standard Time) on July 2, 2026.

(2) The FAR provision, 52.212-2, Evaluation - Commercial Items, applies to this acquisition. The evaluation criterion for the technical quotation and price quotation is set forth in Section M – Evaluation Factors for Award.

(3) Offerors shall include a copy of the FAR provision at 52.212-3, Offeror Representations and Certifications – Commercial Items (or certify their www.sam.gov) representations are valid and up to date).

PRICING INSTRUCTIONS

1. Submit a valid quote on subject requirement into SAM.gov & direct email to Contracting Officer.
2. **Complete the attached Microsoft Excel Spreadsheet titled:**
   a. **(ATTACHMENT 1 – BOM) and submit with Quotation / Proposal.**

Section G – Contract Administration Data

DODAAC for Wide Area Work Flow (WAWF) 2 in 1 Invoicing: _____

(viii) The FAR provision, 52.212-1, Instructions to Offerors – Commercial, applies to this acquisition and the following addenda are added to this provision:

1. Addendum to 52.212-1(c) *Period for acceptance of offers.F*

☒ Period of acceptance is seven (7) days.

2. **Addendum to 52.212-1(e)** *Multiple offers*.
☒ Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

3. **Addendum to 52.212-1(h)** *Multiple awards*.
☒ The Government intends to make one award.
☐ The Government may make more than one award.
☐ Offers may be submitted for quantities less than those specified.

4. **Addendum to 52.212-1(j)** *Data Universal Numbering System (DUNS) Number*
The requirement to provide a DUNS number with the offer applies at all dollar values if the offeror is required to register in the Central Contractor Registration (CCR) Database in accordance with DFARS clause 252.204-7004.

5. FAR 52.252-2
FAR, DFARS, and DLAD: https://www.acquisition.gov/
FAR 52.214-34 Submission of Offers in the English Language (APR 1991)
FAR 52.214-35 Submission of Offers in U.S. Currency (APR 1991)

6. Add the following paragraph (m) to FAR 52.212-1:

(xi) **FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Dec 2022)**

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

I *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the

clause at Federal Acquisition Regulation (FAR) 52.233–1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

I *Definitions.* The clause at FAR 52.202–1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(a) Name and address of official to whom payment is to be sent;
(a) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232–33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232–34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

If EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212–5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

I Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

I The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607–2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

I The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608–2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

I Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212–5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) [Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

DFARS 252.232-7006 - WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

_____2 IN 1 INVOICE_____

(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 item financing, submit a commercial item 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	TBD
Issue By DoDAAC	SP4701
Admin DoDAAC**	SP4701
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
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: shaana.day@dla.mil

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

(End of clause)

INVOICE INSTRUCTIONS

The contractor shall submit a proper invoice by the 10th of each month for services delivered the previous month through Wide Area Workflow (WAWF). All invoices shall be submitted in accordance with clauses DFARS 252.232-7003 and 252.232-7006 included in this RFP.

This invoice shall contain:

The contract number

A unique invoice number

The month services were delivered

Name and address of the contractor

A separate entry for each call order with a description of the service

A separate entry for mileage for each call order

The date of each call order

Duration of each call order

The rate of payment for each entry

A total amount invoiced for each call order and mileage entry

A total amount invoiced for all services, including mileage, for the invoice

A description of the service provided for each call order

Name of government contact person

Name of government customer

Notation indicating cancelled call order

Payment will be made by Defense Finance Accounting Service (DFAS) as listed in box 18a of the SF1449.

The invoice shall comply with the requirements identified below:

The Government intends invoicing to be done electronically in accordance with DFARS clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports. The Government will utilize the Department of Defense Wide Area Workflow (WAWF) Receipt and Acceptance (RA) System to accept supplies/services delivered under this task order. This web-based system is located at https://wawf.eb.mil and provides technology for DOD vendors and authorized DOD personnel to generate, capture, and process receipt and payment related documentation in a paperless environment. Invoices for supplies/services rendered under this IDIQ shall be submitted electronically through WAWF.

The requirements for invoicing are subject to FAR 52.232-25 Prompt Payment. Invoices for goods received or services rendered under this Task Order(s) shall be submitted electronically through WAWF. Hard copy invoices cannot be accepted. The vendor's failure to include the necessary information will result in invoices being rejected. Back up documentation can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. The Maximum size limit of each attachment is 2 Megabytes (MB). Total size limit for all files is 5MB.

The vendor is required to utilize the system when processing invoices and receiving reports under this contract/order. Unless the provisions at DFARS 252.232-7003(c) applies, the vendor shall (1) ensure an Electronic Business Point of contact is designated in the System for Award Management (SAM) at https://www.sam.gov and (II) register to use WAWF-RA at the https://wawf.eb.mil site within ten (10) calendar days after award on this contract/order or modification. Step by step procedures to register are available at the https://wawf.eb.mil site.

The vendor will submit invoices and performance reports as required by the PWS electronically in accordance with the requirements specified for WAWF. All invoices will clearly identify the period of performance. The approval of invoices will be based on the performance standards included in the requirements of the PWS. All discrepancies from Task Order requirements will be highlighted and raised to the attention of the Contracting Officer within 15 business days from date of submission to the COR.

The COR will approve invoices which demonstrate that the vendor has met the deliverables for the period.

The vendor is directed to use the "**2-In-1**" format when processing invoices and receiving reports.

For those vendors who are unfamiliar with WAWF, contents for this information can be located on the Defense Finance and Accounting Services (DFAS) Website at:

http://www.dfas.mil/Contractororpay/electroniccommerc/ETToolBox.html
http://www.dfas.mil/contractorpay/electroniccommerc/ETToolBox.html

After clicking the "submit" button, a Notice of Successful/Unsuccessful Submission will appear. This screen contains a "Send More E-Mail Notifications" button. Click on this button and add the email addresses for the COR, and others as desired. Notification shall be provided for each invoice submitted.

In some situations, the WAWF-RA system will pre-populate the "Issue By DoDAAC," "Admin By DoDAAC," and "Pay DoDAAC." Vendors shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DODAACs do not match, then the vendor shall correct the field(s) and notify the Contracting officer of the discrepancy (ies). On the vendor Interface page click on "WAWF-RA" header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate documents either "Combo", "2-in-1," or "Cost Voucher" to download the instructions.

Note to Vendor:

Before closing out an invoice session in WAWF-RA, but after submitting the document(s), the vendor will be prompted to send additional email notifications. Vendors shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address (Note this address is their work address and not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice document(s) have been submitted into the WAWF-RA system.

The POC's identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract/order to whom questions are to be addressed.

WAWF Tools and Help

(a) The vendor may have their CAGE code activated (required only first time) in WAWF by calling 866-618-5988. Once activated, the vendor should self-register at the web site https://wawf.eb.mil <https://wawf.eb.mil> .

(b) Vendor training is available at: http://www.wawftraining.com <http://www.wawftraining.com> . Additional support can be obtained by calling the DISA Ogden Help Desk at 1-866-618-5988 or e-mailing to cscassig@ogden.disa.mil <mailto:cscassig@ogden.disa.mil> .

(c) WAWF Vendor "Quick Reference" Guides are located at: https://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information <https://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information>

Payment information can be accessed from the Defense Finance and Accounting Service (DFAS) website at http://www.dfas.mil. The contract/order number and invoice number is required when

inquiring about the status of a payment. Questions concerning payment should be directed to the DFAS at 1-800-756-4571.

3.11 DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

Part II – CONTRACT CLAUSES

Section I - Contract Clauses

Clauses incorporated by References:
FAR 52.252-2 – 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):

THE CLAUSES LISTED BELOW ARE INCORPORATED 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. A CLAUSE WITH AN AUTHORIZED DEVIATION IS SO MARKED AFTER THE DATE OF THE CLAUSE. (Also, the full text of solicitation clauses and provisions may be accessed electronically at the following websites):

FAR, DFARS, DLAD, and DSCP Local Clauses – https://www.acquisition.gov/content/regulations

CLAUSE NUMBER	TITLE/DATE
FAR 52.203-3	Gratuities (APR 1984)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government--Alternate I (JUN 2020)
FAR 52.203-6 Alternate I	Restrictions on Subcontractor Sales to the Government (NOV 2021)
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation (JAN 2017)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

FAR 52.204-7	System for Award Management – Registration (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
FAR 52.204-13	System for Award Management - Maintenance (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.204-13 Alternate I	System for Award Management Maintenance (Alt I) (OCT 2018)
FAR 52.204-14	Service Contract Reporting Requirements (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.217-8	Option to Extend Services (NOV 1999)
FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000)
FAR 52.222-3	Convict Labor (JUN 2003)
FAR 52.222-35	Equal Opportunity for Veterans (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-35 Alternate I	Equal Opportunity for Veterans--Alternate I (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-36 Alternate I	Equal Opportunity for Workers with Disabilities--Alternate I (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-37	Employment Reports on Veterans (DEVIATION 2026-O0038) (FEB 2026)20)
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-41	Service Contract Labor Standards (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 2014)
FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-44	Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (DEVIATION 2026-O0038) (FEB 2026)
FAR 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) (FEB 2026)
FAR 52.222-50	Combating Trafficking in Persons (DEVIATION 2026-O0038) (FEB 2026)

FAR 52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-54	Employment Eligibility Verification (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-56	Certification Regarding Trafficking in Persons Compliance Plan (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-90	Addressing DEI Discrimination by Federal Contractors (APR 2026)
FAR 52.223-23	Sustainable Products (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.224-3	Privacy Training (JAN 2017)
FAR 52.224-3 Alternate I	Privacy Training--Alternate I (JAN 2017)
FAR 52.227-1	Authorization and Consent (JUN 2020)
FAR 52.229-11	Tax on Certain Foreign Procurements—Notice and Representation (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.229-12	Tax on Certain Foreign Procurements (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.232-33	Payment by Electronic Funds Transfer—System for Award Management (OCT 2018)
FAR 52.240-93	Basic Safeguarding of Covered Contractor Information Systems (DEC 2025)
DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991)
DFARS 252.204-7004	Antiterrorism Awareness Training for Contractors (FEB 2026)
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2026-O0025) (FEB 2026)
DFARS 252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (DEVIATION 2026-O0038) (FEB 2026)
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2026-O0038) (FEB 2026)
DFARS 252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors (FEB 2026)
DFARS 252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (FEB 2026)

DFARS 252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement (DEVIATION 2026-O0038) (FEB 2026)
DFARS 252.204-7022	Expediting Contract Closeout (MAY 2021)
DFARS 252.204-7023	Reporting Requirements for Contracted Services – Basic (JUL 2021)
DFARS 252.204-7023 Alternate I	Reporting Requirements for Contracted Services--Alternate I (JUL 2021)
DFARS 252.204-7024	Notice on the use of the Supplier Performance Risk System (FEB 2026)
DFARS 252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements (DEVIATION 2026-O0038) (FEB 2026)
DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (OCT 2024)
DFARS 252.209-7011	Representation for Restriction on the Use of Certain Institutions of Higher Education (FEB 2026)
DFARS 252.209-7012	Prohibition Relating to Conflicts of Interest in Consulting Services – Certification (FEB 2026)

Contract clauses in full

Section I – Contract Clauses (cont.)

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023)

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

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

''Operationally critical support'' means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at https://dibnet.dod.mil.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at https://dibnet.dod.mil.

(3) *Medium assurance certificate requirement*. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see https://public.cyber.mil/eca/.

(d) *Malicious software*. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection*. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis*. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information*. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD*. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD*. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements*. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts*. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

PART III – List of Documents, Exhibits, and Other Attachments

Section J – List of Attachments

ATTACHMENT #1	BILL OF MATERIALS (BOM) EXCEL FILL-IN
ATTACHMENT #2	THE VOLUNTEER PRODUCT ACCESIBILITY TEMPLATE (VPAT) 2.4
ATTACHMENT #3	ICT ARS
ATTACHMENT #4	SITE LIST (provided upon request)
ATTACHMENT #5	Question and Answer Template

Part IV – Representations and Instructions

Section K – Representations and Instructions

Clauses included by Reference.

FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)
FAR 52.208-90	Government Supply Source (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.209-12	Certification Regarding Tax Matters (OCT 2025)
FAR 52.212-2	Evaluation—Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)

FAR 52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 2021)
FAR 52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (DEC 2016)
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (OCT 2015)
DFARS 252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (MAY 2021)

Clauses included in full.

Class Deviation 2020-O0005 – Prohibition on Contracting with Person that have Operations with the Maduro Regime

DFARS 252.225-7974	Representation Regarding Business Operations with the Maduro Regime. (Deviation 2020-O0005)

Use the following provision in all solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items, unless the solicitation is—

(a) Jointly determined by the Secretary of Defense and the Secretary of State to

be—

(1) Necessary for purposes of—

(i) Providing humanitarian assistance to the people of Venezuela;

(ii) Disaster relief and other urgent lifesaving measures; or

(iii) Carrying out noncombatant evacuations; or

(2) Vital to the national security interests of the United States; or

(b) Related to the operation and maintenance of the United States Government's

consular offices and diplomatic posts in Venezuela.

REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)

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

"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela."

"Business operations" means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Government of Venezuela" means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

"Person" means—

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) *Prohibition*. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) *Representation*. By submission of its offer, the Offeror represents that the Offeror—

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

Section L – Instructions, conditions, and Notices to Offerors or Respondents

Clauses included by Reference:

FAR 52.204-7 System for Award Management (OCT 2018)
FAR 52.212-1 Certification Regarding Tax Matters (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.252-5 Authorized Deviations in Provisions (NOV 2020)
FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)
DFARS 215-7007 Notice of Intent to Resolicit (MAR 2022)
DFARS 252.215-7008 Only One Offer (DEC 2022)

Clauses included in Full:
FAR 52.216-1 Type of Contract (APR 1984)
The Government contemplates award of a **Firm-Fixed Price Contract** resulting from this solicitation.

DFARS 252.204-7016 - 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 fl"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)

DFARS 252.204-7017 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 componenIf 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.

Representation. If in its annual representationInd 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 tIoD 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)

DFARS 252.204-7018 - Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2023)

Definitions. As used in this clause—

"Covered defense telecommunications equipment or services" means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Covered foreign country" means—

(1) The People's Republic of China; or

(2) The Russian Federation.

"Covered missions" means—

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

"Critical technology" means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government 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 the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104 .

(c) *Procedures*. The Contractor 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) *Reporting*.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at https://dibnet.dod.mil the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent Iure use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. ThIontractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

Section M – Evaluation Factors for Award

FAR 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (SEP 2023)
FAR 52.212-2 - Evaluation—Commercial Products and Commercial Services (NOV 2021)
As prescribed in 11(c), the Contracting Officer may insert a provision substantially as follows:

(a) 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 shall be used to evaluate offers:

- Technical
- Price

In accordance with policy at FAR part 15.101-2 Lowest Price Technically Acceptable Source Selection Process, award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Pursuant to FAR 15.304(c)(3)(iii) past performance will not be an evaluation factor for award. Acceptability and/or a technically acceptable offer is defined as an offer for the Brand Name or Equal product described herein in Section 2.2.(b) *Options.* 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. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise 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)

FAR 52.217-5 - Evaluation of Options (JUL 1990).

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

FAR 52.217-8 – 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 3 days of contract expiration.

FAR 52.217-9 – 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 **Three (3)** days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **One (1)** day 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 36 months / 3 years).

Class Deviation 2020-O0006 -- Restriction on Acquisition of Tantalum

This class deviation implements section 849 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92). Section 849 adds tantalum to the definition of covered materials in 10 U.S.C. 2533c. With some exceptions, 10 U.S.C. 2533c prohibits the acquisition of any covered material melted or produced in any covered country (North Korea, China, Russia, or Iran), or any end item, manufactured in any covered country, that contains a covered material. "Covered material" also includes samarium-cobalt magnets, neodymium-iron-boron magnets, tungsten metal powder, and tungsten heavy alloy or any finished or semi-finished components containing tungsten heavy alloy.

This class deviation remains in effect until it is incorporated in the Defense Federal Acquisition Regulation Supplement, or until it is otherwise rescinded.

DFARS 252.225-7052 - Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. (DEVIATION 2020-O0006)

Unless acquiring items outside the United States for use outside the United States or a non-availability determination has been made in accordance with 225.7018, use the following clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that exceed the simplified acquisition threshold:

RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (DEVIATION 2020-O0006) (FEB 2020)

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

"Assembly" means an item forming a portion of a system or subsystem that—

(1) Can be provisioned and replaced as an entity; and

(2) Incorporates multiple, replaceable parts.

"Commercially available off-the-shelf item"—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under this contract or a subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means any item supplied to the Government as part of an end item or of another component.

"Covered country" means—

(1) The Democratic People's Republic of North Korea;

(2) The People's Republic of China;

(3) The Russian Federation; or

(4) The Islamic Republic of Iran.

"Covered material" means—

(1) Samarium-cobalt magnets;

(2) Neodymium-iron-boron magnets;

(3) Tantalum metal and alloy;

(4) Tungsten metal powder; and

(5) Tungsten heavy alloy or any finished or semi-finished component

containing tungsten heavy alloy.

"Electronic device" means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.

"End item" means the final production product when assembled or completed and ready for delivery under a line item of this contract.

"Subsystem" means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

"Tungsten heavy alloy" means a tungsten base pseudo alloy that—

(1) Meets the specifications of ASTM B777 or SAE-AMS-T-21014 for a particular class of tungsten heavy alloy; or

(2) Contains at least 90 percent tungsten in a matrix of other metals (such as nickel-iron or nickel-copper) and has density of at least 16.5 g/cm3).

(b) *Restriction*.

(1) Except as provided in paragraph (c) of this clause, the Contractor shall not deliver under this contract any covered material melted or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered material (10 U.S.C. 2533c).

(2)(i) For samarium-cobalt magnets and neodymium iron-boron magnets,

this restriction includes—

(A) Melting samarium with cobalt to produce the samarium-cobalt

alloy or melting neodymium with iron and boron to produce the neodymium-iron-boron alloy; and

(B) All subsequent phases of production of the magnets, such as

powder formation, pressing, sintering or bonding, and magnetization.

(ii) The restriction on melting and producing of samarium-cobalt

magnets is in addition to any applicable restrictions on melting of specialty metals if the clause at 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, is included in the contract.

(3) For production of tantalum metal and alloys, this restriction includes the reduction of tantalum chemicals such as oxides, chlorides, or potassium salts, to metal powder and all subsequent phases of production of tantalum metal and alloys, such as consolidation of metal powders and melting.

(**4**) For production of tungsten metal powder and tungsten heavy alloy, this restriction includes–

(i) Atomization;

(ii) Calcination and reduction into powder;

(iii) Final consolidation of non-melt derived metal powders; and

(iv) All subsequent phases of production of tungsten metal powder, tungsten heavy alloy, or any finished or semi-finished component containing tungsten heavy alloy.

(c) *Exceptions*. This clause does not apply—

(1) To an end item that is—

(i) A commercially available off-the-shelf item, other than—

(A) A commercially available off-the-shelf item that is 50 percent or more tungsten by weight; or

(B) A tantalum metal, tantalum alloy, or tungsten heavy alloy mill product, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that has not been incorporated into an end item, subsystem, assembly, or component;

(ii) An electronic device, unless otherwise specified in the contract; or

(iii) A neodymium-iron-boron magnet manufactured from recycled material if the milling of the recycled material and sintering of the final magnet takes place in the United States.

(2) If the authorized agency official concerned has made a nonavailability determination, in accordance with section 225.7018-4 of the Defense Federal Acquisition Regulation Supplement, that compliant covered materials of satisfactory quality and quantity, in the required form, cannot be procured as and when needed at a reasonable price.

(i) For tantalum metal, tantalum alloy, and tungsten heavy alloy, the term “required form” refers to the form of the mill product, such as bar, billet, wire, slab, plate, or sheet, in the grade appropriate for the production of a finished end item to be delivered to the

Government under this contract; or a finished component assembled into an end item to be delivered to the Government under the contract.

(ii) For samarium-cobalt magnets or neodymium-iron-boron magnets, the term "required form" refers to the form and properties of the magnets.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in subcontracts and other contractual instruments that are for items containing a covered material, including subcontracts and other contractual instruments for commercial items, unless an exception in paragraph (c) of this clause applies. The Contractor shall not alter this clause other than to identify the appropriate parties.

(End of clause)

FAR 52.212-1 - INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JUN 2020)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is **$47,000,000.00** .

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids*). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.*(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

FAR 52.222-8 - PAYROLLS AND BASIC RECORDS (JUL 2021)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and

completely all of the information required to be maintained under paragraph (a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at *https://www.dol.gov/agencies/whd/forms*. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a *Statement of Compliance,* signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the *Statement of Compliance* required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

SECTION 508 & VPAT LANGUAGE:

Section 508 Compliance Language – VPAT, Procurement Notes, Buy Accessible IT L29 Section 508 Requirements (OCT 2020)

Offerors shall comply with the Section 508 accessibility requirements. By submission of its offer, the offeror affirms that its Electronic Information Technology (EIT) supplies and services are accessible as outlined in the law, the standard, and FAR Subpart 39.2. Offerors shall complete the current revision of the Voluntary Product Accessible Template (VPAT) Rev 508 at https://www.itic.org/policy/accessibility/vpat (copy website address into browser). If applicable, offerors shall indicate where their Section 508 EIT compliance information is available for review (e.g., offeror's website or other location the contracting officer can access). The contracting officer may require a demonstration of Section 508 compliance prior to award.

H11 Section 508 Requirements (OCT 2020)

Contractors shall comply with the Section 508 Accessibility requirements in this contract and the current revision of the Voluntary Product Accessible Template (VPAT) Rev 508 at https://www.itic.org/policy/accessibility/vpat.

Revised Section 508 Standards -- Contract Language

IT Accessibility Requirements

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

1. Products, platforms and services delivered as part of this work statement that are ICT, or contain ICT, must conform to the Revised 508 Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines

Item that contains ICT: [See requirement noted earlier in document]

Applicable Functional Performance Criteria: All functional performance criteria apply when using an alternative design or technology that achieves substantially equivalent or greater accessibility and usability by individuals with disabilities, than would be provided by conformance to one or more of the

requirements in Chapters 4-6 of the Revised 508 Standards, or when Chapters 4-6 do not address one or more functions of ICT.

Applicable requirements for software features and components: All WCAG Level AA Success Criteria, 502 Interoperability with Assistive Technology, 503 Application

Applicable requirements for hardware features and components: All requirements apply

Applicable support services and documentation: All requirements apply

Instructions: The following instructions will help vendors properly document how their proposed solution addresses the Section 508 requirements outlined in the previous section. Vendors should include this documentation with their proposal. When explaining how potential offerors should respond to the solicitation, include these instructions. **Caution**: These instructions are not 508 requirements, evaluation factors, or acceptance criteria.

Instructions to Offerors

1. Provide an Accessibility Conformance Report (ACR) for each commercially available Information and Communication Technology (ICT) item offered through this contract. Create the ACR using the Voluntary Product Accessibility Template Version 2.1 or later, located at https://www.itic.org/policy/accessibility/vpat. Complete each ACR in accordance with the instructions provided in the VPAT template. Each ACR must address the applicable Section 508 requirements referenced in the Work Statement. Each ACR shall state exactly how the ICT meets the applicable standards in the remarks/explanations column, or through additional narrative. All "Not Applicable" (N/A) responses must be explained in the remarks/explanations column or through additional narrative. Address each standard individually and with specificity, and clarify whether conformance is achieved throughout the entire ICT Item (for example - user functionality, administrator functionality, and reporting), or only in limited areas of the ICT Item. Provide a description of the evaluation methods used to support Section 508 conformance claims. The agency reserves the right, prior to making an award decision, to perform testing on some or all of the Offeror's proposed ICT items to validate Section 508 conformance claims made in the ACR.
2. Describe your approach to incorporating universal design principles to ensure ICT products or services are designed to support disabled users.
3. Describe plans for features that do not fully conform to the Section 508 Standards.
4. Describe "typical" user scenarios and tasks, including individuals with disabilities, to ensure fair and accurate accessibility testing of the ICT product or service being offered.

Instructions: Insert the following language into the Acceptance Criteria section of the solicitation.

Acceptance Criteria

1. Prior to acceptance, the government reserves the right to perform testing on required ICT items to validate the offeror's Section 508 conformance claims. If the government determines that

Section 508 conformance claims provided by the offeror represent a higher level of conformance than what is actually provided to the agency, the government shall, at its option, require the offeror to remediate the item to align with the offeror's original Section 508 conformance claims prior to acceptance.

See attached detailed section 508 compliance language.

SECURITY REQURIEMENTS

DOD 8570.01-M, INFORMATION ASSURANCE (IA) WORKFORCE IMPROVEMENT PROGRAM

The DOD 8570.01-M, Information Assurance (IA) Workforce Improvement Program, requires training and certification for IA duties performed. All contract employees performing IA functions must meet the requirements in accordance with DOD/DLA guidance. Additionally, all contract employees must be certified in operating systems on any system on which System Administration duties are performed; refer to C3.2.4.8.3 for further guidance. Proof of certification must be provided before Privileged access is granted; this includes, but is not limited to, system administration access, network administration access, router/switch access, firewall access, and IDS access.

Any person performing any IA function must attain certification at the level of complexity as a 1, 2, or 3 as specified in the 8570.01-M.

All documentation required for security certification will be maintained by both the Contractor and the Government. All contract employees will have acquired the necessary certification requirements, per the DOD 8570.1, throughout the entire period of performance of the contract.

Refer to the information in Chapter 3 of the DOD 8570.1 for a description of duties and functional requirements associated with the IA levels and certification requirements. These certification requirements are not based on position title; they are based on duties.

(xiii) Additional contract requirements or terms and conditions necessary for this acquisition and consistent with customary commercial practices: N/A

(xiv) A Defense Priorities and Allocations System (DPAS) rating is not necessary for this requirement.

(xv) **Offer Due Date/Local Time: July 2, 2026, 12:00 PM (Eastern Time)**

(xvi) For questions or concerns regarding this solicitation, please contact Jenna Greensweig, Contract Specialist at Jenna.greensweig@dla.mil or Ena Morimoto, Contracting Officer at Ena.morimoto@dla.mil by **June 25, 2026, 12:00PM (Eastern Time),** limited to five questions with the submission of Attachment #6.

(15) Place of Contract Performance: see Section (v)

(16) Set-Aside Status: **Unrestricted**

End of document