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

1. REQUISITION NUMBER: 120-0002-26-Z

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: HHM40226Q0036

6. SOLICITATION ISSUE DATE: JUN 17, 2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Kaitlyn C Kroner
Kaitlyn.Kroner@dodiis.mil

b. TELEPHONE NUMBER (No collect calls): (202)231-8570

8. OFFER DUE DATE/ LOCAL TIME: JUL 02, 2026 5:00 PM ET

9. ISSUED BY CODE HHQ402

Virginia Contracting Activity - ATTN: CFO-HQ
Bolling AFB, Bldg. 6000
Washington DC 20340-5100

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: 541511

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[X] 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 Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR. CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

[ ] 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
Please	see continuation page for line item details. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

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

[ ] 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)

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

30c. DATE SIGNED

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

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER PARTIAL / FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) **BACK**

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	This is an immediate operational need requiring a proven, production-ready solution. The Government requires a "plug and play" capability that can be deployed within our existing network architecture without modification. Our current IDEA application has received CIO Security approval and an Authority to Operate (ATO). We cannot accommodate customized or boutique solutions that require significant integration time, as any delay in implementation will directly impact mission effectiveness. Proposed solutions must demonstrate compatibility with our approved security posture and existing network infrastructure to ensure rapid deployment and operational capability.				
0001	IDEA Data Analysis Software, Version 13 Licenses - 15 PR NUMBER: 120-0002-26-Z DELIVERY DATE: 07/30/2026 SHIP TO: DLOC c/o Ikun, LLC 3300 75TH AVE. REAR ENTRANCE LANDOVER MD 20785 FOB : Destination Period of Performance: 07/30/2026 to 07/29/2027	**15.00**	EA	_____	_____
0002	IDEA Data Analysis Software Maintenance and Support (including 24x7 technical support) - 1 DELIVERY DATE: 07/30/2026 SHIP TO: DLOC c/o Ikun, LLC 3300 75TH AVE. REAR ENTRANCE LANDOVER MD 20785 FOB : Destination Period of Performance: 07/30/2026 to 07/29/2027	**1.00**	EA	_____	_____
1001	IDEA Data Analysis Software, Version 13 Licenses - 15 DELIVERY DATE: 07/30/2027 SHIP TO: DLOC c/o Ikun, LLC 3300 75TH AVE. REAR ENTRANCE LANDOVER MD 20785 FOB : Destination Period of Performance: 07/30/2027 to 07/30/2028	**15.00**	EA	_____	OPT _____
1002	IDEA Data Analysis Software Maintenance and Support (including 24x7 technical support) - 1 DELIVERY DATE: 07/30/2027 SHIP TO: DLOC c/o Ikun, LLC 3300 75TH AVE. REAR ENTRANCE LANDOVER MD 20785 FOB : Destination	**1.00**	EA	_____	OPT _____

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Period of Performance: 07/30/2027 to 07/29/2028				
2001	IDEA Data Analysis Software, Version 13 Licenses - 15 DELIVERY DATE: 07/30/2028 SHIP TO: DLOC c/o Ikun, LLC 3300 75TH AVE. REAR ENTRANCE LANDOVER MD 20785 FOB : Destination Period of Performance: 07/30/2028 to 07/29/2029	**15.00**	EA	_____	OPT _____
2002	IDEA Data Analysis Software Maintenance and Support (including 24x7 technical support) - 1 DELIVERY DATE: 07/30/2028 SHIP TO: DLOC c/o Ikun, LLC 3300 75TH AVE. REAR ENTRANCE LANDOVER MD 20785 FOB : Destination Period of Performance: 07/30/2028 to 07/29/2029	**1.00**	EA	_____	OPT _____
3001	IDEA Data Analysis Software, Version 13 Licenses - 15 DELIVERY DATE: 07/30/2029 SHIP TO: DLOC c/o Ikun, LLC 3300 75TH AVE. REAR ENTRANCE LANDOVER MD 20785 FOB : Destination Period of Performance: 07/30/2029 to 07/29/2030	**15.00**	EA	_____	OPT _____
3002	IDEA Data Analysis Software Maintenance and Support (including 24x7 technical support) - 1 DELIVERY DATE: 07/30/2029 SHIP TO: DLOC c/o Ikun, LLC 3300 75TH AVE. REAR ENTRANCE LANDOVER MD 20785 FOB : Destination Period of Performance: 07/30/2029 to 07/29/2030	**1.00**	EA	_____	OPT _____
4001	IDEA Data Analysis Software, Version 13 Licenses - 15 DELIVERY DATE: 07/30/2030 SHIP TO: DLOC c/o Ikun, LLC	**15.00**	EA	_____	OPT _____

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	3300 75TH AVE. REAR ENTRANCE LANDOVER MD 20785 FOB : Destination Period of Performance: 07/30/2030 to 07/29/2031				
4002	IDEA Data Analysis Software Maintenance and Support (including 24x7 technical support) - 1 DELIVERY DATE: 07/30/2030 SHIP TO: DLOC c/o Ikun, LLC 3300 75TH AVE. REAR ENTRANCE LANDOVER MD 20785 FOB : Destination Period of Performance: 07/30/2030 to 07/29/2031	**1.00**	EA	_____	OPT _____

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52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee`s employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor`s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023)

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

Kaspersky Lab covered article means any hardware, software, or service that--

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means--

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from--

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

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

(i) Within 3 business days 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 (OEM) 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 report pursuant to paragraph (c)(1) 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 Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End Of Clause)

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUNE 2023)

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)--

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use--

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of

Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor`s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End Of Clause)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

(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.

(c) 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.

(e) 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;

(vii) Name and address of official to whom payment is to be sent;

(viii) 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.

(C) 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;

(C) 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

(C) 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

(C) 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.

(r) 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; 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.

(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)

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)

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 30 provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months

(End of Clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

(e)

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: N/A

(End Of Clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

Sam.gov

(End of Provision)

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):
SAM.Gov

(End of Clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor`s procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

(End of clause)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

(a) 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 3 business days 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 30 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 future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor 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 products or commercial services.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviation APR 2026)

(a) Definitions. As used in this clause-

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

5552.203-9002 DIA CONTRACTOR WHISTLEBLOWER PROTECTION (SEP 2025)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 50 U.S.C. § 3234, as described in DIAD 7050.200, #Whistleblower Protection."#

(b) Recipients of lawful disclosures of information contemplated by subparagraph (c)(1) of 50 U.S.C. § 3234 are -

(1) As head of the contracting agency, the Director, DIA;

(2) The inspector general of the contracting agency;

(3) Congressional intelligence committees; or

(4) Members of a congressional intelligence committee.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts.

(d) The Contractor shall ensure that its employees receive annual Whistleblower Protection training as referenced in DIAD 7050.200. (AGILE Course: DIACMP-2036)

(End of Clause)

5552.204-9008 HANDLING UNCLASSIFIED DoD INFORMATION (JAN 2013)
All unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

1. Contractors shall not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).

2. Contractors shall protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.

3. At a minimum, contractors shall overwrite media that have been used to process unclassified DoD information before external release or disposal.

4. Contractors shall encrypt all information that has been identified as Controlled Unclassified Information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor. (For Official Use Only (FOUO) is considered Controlled Unclassified Information (CUI).)

5. Contractors shall limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.

6. Contractors shall transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security (TLS).

7. Contractors shall encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.

8. Contractors shall transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

9. Contractors shall not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).

10. Contractors shall flow down the above requirements to all affected subcontractors.

(End of Clause)

5552.209-9005 UNAUTHORIZED DISCLOSURE OF GOVERNMENT INFORMATION SYSTEMS (DEC 2008)

a. The contractor is strictly prohibited from disclosing any data derived from Government Information Systems. This prohibition applies equally to extracts or summaries of such data, and includes oral, written or electronic media disclosures. The subject data include, but are not limited to, financial databases, program budget information databases, procurement information databases, and other informational databases. In limited circumstances, the contracting officer may authorize the contractor's disclosure of such information when disclosure is necessary to the successful completion of the contract. The contractor's unauthorized disclosure of Government Information Systems data could result in the disqualification, debarment, or suspension of the contractor. Such an unauthorized disclosure may also constitute a criminal violation of the fraud or information disclosure provisions of Title 18 of the United States Code. In addition, the unauthorized disclosure of information related to national defense may constitute a violation of the "espionage" provisions of Title 18 of the U.S. Code, Sections 793, 794, and/or 798, or Title 50 of the U.S. Code, Section 783.

b. The contractor shall provide the COR a list of applicable employees prior to personnel gaining access to any Information System(s).

c. Information Systems is defined as any telecommunications and/or computer-related equipment or interconnected system or subsystems of equipment that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmitting, or receiving of voice and/or data, and includes software, firmware, and hardware.

(End of Clause)

5552.211-9006 SHIPPING AND MARKING DELIVERABLES (SEP 2018)

For all shipments of packaged materiel to the Government, which includes either Depot or Direct Vendor Delivery (DDVD) shipments, both DoD linear and two-dimensional (2D) bar code markings are required on Military shipping labels in accordance with MIL-STD-129P, dated 19 September 2007, or commercially acceptable equivalent.

Subject 2D bar coding shall be in accordance with ISO/IEC 15434 (MHIA MH10.8.2) and DoD 4500.9-R. Linear (Code 39) bar coding shall be in accordance with ISO/IEC 16388.

For sensitive electronic devices, special marking, packaging, labeling and handling instructions shall be applied IAW MIL-STD-129P, or commercial equivalent. An electrostatic discharge sensitivity identifier shall be plainly marked. Items shall be protectively wrapped against Electro- Magnetic Interference (EMI), IAW MIL-STD-2073D or commercially acceptable equivalent.

The Bar-Code and Shipping Label shall be in accordance with the Contractors best commercial practice for domestic shipment to ensure safe arrival at destination. Two copies of the packing slip shall be included with the shipment and must contain the following information on the shipping label:

At a minimum, the container(s) must be clearly marked with the following:

1. Delivery Address (See Block 15 of SF 1449; Block 11 of SF26 or Block 14 of DD1155)
2. Recipients Name, Office Symbol, Phone Number
3. Contract Number, Task Order Number, and (modification#, if applicable)
4. Purchase Request Number
5. Total number of boxes shipped (i.e., Box 1 of 5, Box 2 of 5, Box 3 of 5, etc. ")
6. Contracting Officer Representative (COR) Name and Phone Number
7. Name of Prime Contractor (Note: this is not the third party, drop shipper)
8. Prime Contractors Point of Contact

Additional label items as required:
National Stock Number (NSN)
Gross weight and cubic dimensions
Transportation Control Number (TCN)

PRIOR to shipment of all supplies and equipment an email shall be sent to: VACAContractorDeliveries@dodiis.mil. The email shall include, at a minimum
1. Contract number, task order number, modification number
2. COR or TPOC name and phone number
3. Packing Slip for all packages being shipped
4. Shipping label
5. Copy of signed contract

The default shipping address is for the DLOC unless an Alternate address is specified below.

DEFAULT ADDRESS:
Defense Logistics Operations Center (DLOC)
3300 75th Avenue, Rear Entrance
Landover, MD 20785
Attn: Recipient's Name/Office Symbol/Phone Number: <q>_____</q>
Contract/Task Order/Mod #: <q>_____</q>
Purchase Request#: <q>_____</q>
Total number of boxes shipped (Box 1 of 5, Box 2 of 5, etc.): <q>_____</q>
COR (Name and Phone number): <q>_____</q>
Name of Contractor: <q>_____</q>
Prime Contractor POC: <q>_____</q>

Contract/Task Order/Mod #:
TBD
Purchase Request#: 120-0002-26-Z
Total number of boxes shipped (Box 1 of 5, Box 2 of 5, etc.):N/A
COR (Name and Phone number):Bradley Willet
Name of Contractor:TBD
Prime Contractor POC:TBD

ALTERNATE ADDRESS:
Agency Name:TBD
Street Address:TBD
City/State/Zip code:TBD
Attn: Recipient's Name/Office Symbol/Phone Number:TBD
Contract/Task Order/Mod #:TBD
Purchase Request#:120-0002-26-Z
Total number of boxes shipped (Box 1 of 5, Box 2 of 5, etc.):TBD
COR (Name and Phone number):Bradley Willet
Name of Contractor:TBD
Prime Contractor POC:

EXAMPLE:
Defense Logistics Operations Center (DLOC)
3300 75th Avenue, Rear Entrance
Landover, MD 20785
Attn: Mr. Recipient of Shipment, COR, Phone: 202-231-1234
Contract #: 14-D-0001/ P00005
PR#: 999-0000-16Z
Total Number of boxes shipped (Box 1 of 5, Box 2 of 5, Box 3 of 5, etc.)
Mr. COR, 202-231-9999
ACME Company
Mr. Prime ACME

If the contract number begins with HHM402, only the last seven letters/numbers (plus any delivery order number, if applicable) needs to be referenced. For example, HHM402-0X-C-0001 MUST BE shown on the packing slip as 0X-C-0001, and HHM402-0X-D-1001, Delivery Order 0005 may be shown as 0X-D-1001/0005.

Contract numbers beginning with other than HHM402 shall be included in their entirety.
The contract/delivery order number may be hand written on packing slip if contractor's automated system will not accommodate the entire contract number.

Packing List, Invoice, Shipping Documents

- A packing list, invoice or shipping document shall accompany and be included in all shipments, and is required for both interior and exterior packaging.

- The packing documentation shall include the following:

- Complete "mark-for or ship to" information including Requisition or PR number

- Point of Contact and/or Alternate POC

Packing slips shall contain:
1. Name of Contractor
2. Point of Contact and/or Alternate POC
3. Contract Number and Delivery Order Number (modification number, if applicable)
4. Delivery Address
5. Quantity of items included correlating to the CLIN/SLIN numbers in the contract
6. CLIN/SLIN and Unit of Issue identification to include the quantity shipped, contract item description and part numbers
7. Governments Point of Contact
8. The prime contractors point of contact and phone number (to discuss any discrepancies)
9. National Stock Number (NSN), if applicable or Part number or item number, if NSN is not available
10. Identify any hazardous material (include Materiel Safety Data Sheet)

(End of Clause)

5552.211-9007 DROP-SHIPPING AND FOREIGN SHIPMENTS (APRIL 2021)
For the purposes of this clause, the term person includes, without limitation, any individual, firm, manufacturer, distributor, supplier, vendor, wholesaler, jobber, or retailer acting at the direction of the Contractor or a subcontractor.
Drop-shipping is a supply chain management method in which the Contractor or a subcontractor does not maintain supplies in stock as physical inventory, but instead instructs another person to ship supplies directly to the Government. This practice is prohibited. All supplies under this award shall be shipped to the Government directly from the Contractor's or subcontractor's possession. Processing and labeling of supplies shall adhere to shipping, receiving and marking instructions. Supplies delivered using drop-shipping will not be accepted by the Government and shall be returned or made available for return pick-up at the Contractor's expense.

Shipments shall not originate from any foreign location for direct delivery to the Government. Address and labeling documents shall be affixed at a location within the United States.

(End of Clause)

5552.215-9002 INQUIRIES (DEC 2008)
Information concerning the status of an offeror's proposal and/or progress of the proposal evaluations shall be requested only from the contracting officer.

(End of Provision)

5552.217-9001 Evaluation of Options (MAR 2016)
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. This includes options under FAR clause 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the Government to exercise the option(s).

5552.232-9000 INVOICING PROCEDURES AND PAYMENT - FIXED PRICE CONTRACTS (OCT 2025)

a) Invoices shall be submitted electronically through the Maryland Procurement Office (MPO) website, accessible via NIPRNET, following the guidelines found at: https://www.nsa.gov/business/programs/electronic-invoicing.shtml, unless otherwise authorized. Access to the electronic invoicing website requires an External Certificate Authority/Interim External Certificate Authority (ECA/IECA) PKI certificate. Information about purchasing an ECA/IECA certificate, including its initial and annual cost, is available on the (NIPRNET) site at: http://iase.disa.mil/pki/eca/Pages/index.aspx.

b) The following details must be included on the supporting documentation and detailed as specified on the electronic form submitted through the MPO website. Invoices shall contain the following:

1) Name and address of the contractor.

2) The invoice number, dates for invoice submission, period of performance for which reimbursement is being requested and all supporting documentation, which must match the "Service Performed/Goods Delivered" date that is entered on the electronic form.

3) Contract number for supplies delivered or services performed (if award is a delivery or job order, ensure entire contract number - basic award and order number - is included).

4) Description on the invoice should describe what is being billed on the support documents. Quantities and prices will be described including (i) Contract Line Item Number (CLIN), (ii) Sub-Line Item Number (SLIN) (Where no SLIN applies, specify #00# for the SLIN number.), and (iii) Accounting Classification Reference Number (ACRN). (NOTE: An invoice not properly allocated to include all three of these numbers will be an improper invoice under the Prompt Payment Act and automatically rejected by the paying office.)

5) Name of the contractor#s official (and address) to whom payment is to be sent, if other than Electronic Funds Transfer (EFT) is authorized.

6) Shipping details/payment terms (e.g., date of shipment, tracking number, address, discount for prompt payment).

7) Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.

8) Taxpayer Identification Number (TIN), EFT banking information, and Unique Entity Identifier (UEI) number.

9) COR#s name and POC information.

10) Supporting backup documentation from the vendor is required to provide sufficient information documenting the validity and accuracy of its invoice submission to include applicable CDRLS and DIDs required. Supporting documentation must provide clear evidence that services were performed or goods were delivered (e.g. DD 250 completed for COR acceptance) in compliance with the terms and conditions of the contract. The total amount, date on invoice, and supporting documentation provided to validate invoice must match for audit trail. If a mismatch occurs, the invoice will be rejected.

c) The contractor is authorized to invoice monthly (insert, as appropriate: #monthly,# #bi-weekly#, etc.)

d) The COR is required to review and approve invoices as part of the payment process. When invoicing electronically, the identified COR will automatically receive notification of a pending invoice.

e) Invoicing for a milestone, the vendor must select the #milestone# radio button in MPO on the electronic form submitted through the website. In addition, CDRL standard milestone acceptance must be submitted as part of the vendor#s supporting documents.

f) Questions regarding payment shall be directed to the Finance and Accounting Office at (443) 654-3700.

(End of Clause)

5552.239-9000 SOFTWARE WARRANTY (DEC 2008)
The contractor warrants that, to the best of its knowledge and belief, software provided under this contract does not contain any malicious code, program, or other internal component (e.g., computer virus) which could damage, destroy, or alter software, firmware, or hardware or which could reveal any data or other information accessed through or processed by the software. Further, the contractor shall immediately inform the contracting officer upon reasonable suspicion that any software provided hereunder may cause the harm described above.

(End of Clause)

5552.239-9001 SECTION 508 COMPLIANCE (NOVEMBER 2024)
a.) Section 508 Accessibility Standards:
All ICT products and services provided under this requirement must conform to the Section 508 standards specified in Title 36, Code of Federal Regulations (CFR), Part 1194. The applicable standards and guidelines, for compliance with Section 508, are available on the U.S. Access Board's website https://ww.access-board.gov/ict/.
b.) Accessibility Requirements: The contractor must ensure that:
1) All software applications and operating systems comply with 36 CFR Part 1194, Subpart B, Section 1194.21.
2) All web-based intranet and internet information and applications comply with 36 CFR Part 1194, Subpart B, Section 1194.22.
3) All telecommunications products comply with 36 CFR Part 1194, Subpart D, Section 1194.23.
4) All video and multimedia products comply with 36 CFR Part 1194, Subpart E, Section 1194.24.
5) All desktop and portable computers comply with 36 CFR Part 1194, Subpart F, Section 1194.26.
c.) Documentation and Testing:

At the request of the government, the contractor shall provide via a deliverable, a Voluntary Product Accessibility Template (VPAT) (https://www.section508.gov/sell/how-to-create-acr-with-vpat/) or equivalent documentation for each ICT product or service, detailing compliance with the applicable Section 508 standards. The agency reserves the right to independently test and validate the certified accessibility features of the products and services provided as part of the inspection/acceptance. False or misleading compliance certifications may be a basis for the Government to pursue any and all contractual remedies, including termination of the contract as well as other remedies provided by statute or regulation.

----------End of clause---------

5552.242-9000 CONTRACTOR CONTRACT ADMINISTRATOR(S) (DEC 2008)
Designate below the person(s) whom the government may contact for prompt action on matters pertaining to administration of the contract.

NAME:
TITLE:
TELEPHONE NUMBER:

(End of Clause)

5552.242-9001 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2008)
CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2008)

(a) The following person is designated as the Contracting Officer's Representative (COR):

Benita Ackles

(b) For guidance from the COR to the contractor to be valid, it will:

(1) be consistent with the Statement of Work in this contract;

(2) not constitute new assignment of work or change the expressed terms, conditions, or specifications incorporated in this contract;

(3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and

(4) not constitute a basis for an increase in any contract line item number quantities or in the total contract value.

(End of Clause)

5552.242-9002 PURCHASING OFFICER REPRESENTATIVES (DEC 2008)
Contracting Officer: Glenn Hamilton
Office Symbol: CFO4B2
Telephone (1) Commercial: 256-313-7621
(2) DSN:

Contract Specialist: Nichelle Morris
Office Symbol: CFOB2
Telephone (1) Commercial:
(2) DSN:

Technical Point of Contact:
Office Symbol:
Telephone (1) Commercial:
(2) DSN:

(End of Clause)

5552.242-9003 LIMITATION OF AUTHORITY (DEC 2008)
a. No person in the Government, other than a contracting officer, has the authority to provide direction to the contractor that alters the contractor's obligations or changes this contract in any way. If any person representing the Government, other than the contracting officer, attempts to alter contract obligations, change the contract specifications/statement of work or tells the contractor to perform some effort, that the contractor believes to be outside the scope of this contract, the contractor shall immediately notify the contracting officer. Contractor personnel shall not comply with any order or direction that they believe to be outside the scope of this contract, unless the order or direction is issued by a contracting officer.

b. Only the contracting officer, or his duly authorized successor, is authorized to take action on behalf of the U.S. Government, which results in changes in the terms of the contract, including deviations from specifications, details, delivery schedules and costs. Any changes in the unit price, total contract prices, quantity, quality, or delivery schedule must be approved by the contracting officer. The contractor should never proceed with any proposed work changes without written authority or direct instructions from the contracting officer; otherwise you risk not being reimbursed. The authority to change the contract provisions rests solely with the contracting officer.

(End of Clause)

Statement of Need for Hardware/Software

Date: 01/15/26

APR/PR Number: 120-0002-26

Title of Requirement: IDEA Data Analysis Software Acquisition

Program Manager's Name: Kristoffer Hull

Contracting Officer Representative's Name: Bradley P. Willet

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This is a non-personal services contract to provide IDEA Data Analysis Software licenses, maintenance, and support. *The Government shall not exercise any supervision or control over the service providers performing the services herein. Such service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.*

1. WHY

This acquisition fulfills the following mission requirements:

The Defense Intelligence Agency (DIA) Office of the Inspector General (OIG) requires advanced data analysis software to support its statutory mandate under the Intelligence Authorization Act of 2010 (Public Law 111-259) and the Chief Financial Officer (CFO) Act of 1990, as amended, to conduct or oversee an annual independent audit of DIA's financial statements. This includes oversight by an Independent Public Accountant (IPA) firm, such as Ernst & Young, LLP. The software is essential for importing, analyzing, reviewing, and reporting financial and operational data across audits, reviews, investigations, performance assessments, and fraud detection efforts. Current tools, such as the Microsoft Office Suite (including Excel), lack the depth for quantitative analysis, statistical sampling, and efficient handling of large datasets, resulting in reduced analytic capabilities and inefficiencies.

2. WHEN

1. The items are needed by July 30, 2026. This will include a twelve 12-month base period and four (4) 12-month option periods.

3. WHAT

The software must enable DIA OIG staff and IPA partners to perform advanced data analytics beyond basic tools like Excel and legacy standalone audit solutions, which are obsolete and incompatible with current mission requirements. The solution must satisfy a distinct enterprise need for OIG-validated forensic analytics, seamless integration with DIA's approved CIO-compliant application infrastructure, and compliance with federal auditing standards. Specifically, it shall include:

a) Data Ingestion Capability: Ability to ingest large datasets from a variety of sources, including but not limited to text, CSV, Excel, SQL, and PDF, without requiring custom middleware or manual reformatting that introduces data integrity risks.

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b) Quantitative Analytics and Data Merging: Ability to conduct data merging and connections along with quantitative analytics to draw larger conclusions, supporting transaction-level and summarized data analysis at enterprise scale.

c) Advanced Statistical Sampling: Ability to develop and assess samples using a variety of techniques compliant with federal auditing standards, including random, attribute, monetary unit, and classical variable sampling. This capability must support determination of appropriate sample sizes and statistical validity required for statutory financial audits.

d) Auditable Histories and Forensic Reporting: Provide auditable histories, details, and reports with immutable audit trails, FIPS-compliant encryption, and OIG-format reporting to ensure traceability and accountability for actions taken to the data. This capability is essential for audit trail reconstruction, real-time compliance monitoring, and high-stakes financial reviews subject to OIG inspection.

e) Interoperability and Integration: Seamless integration with DIA's approved CIO-compliant application infrastructure, including Microsoft Active Directory for access control, without requiring custom scripting, middleware development, or new security authorization processes. The solution must operate on a server-based architecture that supports high-volume data processing across the OIG enterprise.

f) Exclusive Certifications: The solution must hold OIG-specific Type Authorization for handling sensitive audit data, FISMA High-Impact Validation for DIA's security environment, and FIPS-compliant encryption—certifications unavailable in competing products and required for operational deployment in the DIA OIG environment.

The Contractor shall provide the following item(s), including perpetual or term licenses (minimum 15 corporate licenses), maintenance, operations manual, manufacturer guide, 24x7 technical support, and access to the Contractor's portal:
The Contractor shall provide the following item(s):

Product Name	*Product Number/SKU Number*	*Quantity/Unit*	*Brand Name or Brand name or Equal?*
IDEA Data Analysis Software, Version 13 (or latest) Licenses (perpetual or term; corporate or individual user)	TBD	15 corporate	Yes (Brand Name or Equal; salient characteristics: must meet all ingestion, analytics, sampling, and audit trail requirements above; J&A to be provided)

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DEA Data Analysis Software Maintenance and Support (including 24x7 technical support)	N/A	1 (covering all licenses)	Yes (Brand Name or Equal)

4. DELIVERABLES

The Contractor shall provide the deliverable item(s) stated in Section 3. above.

Hardware: Not applicable (software-only acquisition).

Software: Delivery of the software licenses shall be sent electronically to the COR, Bradley.willet2@dodiis.mil. The COR is responsible for the certificate of entitlement, and access to the Contractor's portal to ensure software maintenance 24X7 technical support services. The COR shall verify that the software all required deliverables are available through the Government's license key spreadsheet.

5. INSPECTION and ACCEPTANCE: The Contracting Officer's Representative (COR) is responsible for deliverable(s) acceptance.

6. SECURITY REQUIREMENTS: If applicable enter information, otherwise enter "Not applicable".

7. TRAINING: Operations manual and manufacturer guide to be provided. Request access to webinars to supplement user knowledge, and appropriate material to support implementation and leverage of new capabilities provided through upgrades.

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Pricing Sheet

Pricing Sheet																
Vendor:																
	Base Year (FY 26)			Option 1 (FY 27)			Option 2 (FY 28)			Option 3 (FY 29)			Option 4 (FY 30)			TOTAL COSTS
	PoP: 07/30/2026-07/29/2027			POP: 07/30/2027-07/29/2028			POP: 07/30/2028-07/29/2029			POP: 07/30/2029-07/29/2030			POP: 07/30/2030-07/29/2031			
Labor Category	**Quantity**	**Rates**	**Total**	**Quantity**	**Rates**	**Total**	**Quantity**	**Rates**	**Total**	**Quantity**	**Rates**	**Total**	**Quantity**	**Rates**	**Total**	
Product																
IDEA Data Analysis Software, Version 13 (or latest) Licenses	15		$0.00	15		$0.00	15		$0.00	15		$0.00	15		$0.00	$0.00
IDEA Data Analysis Software Maintenance and Support (including 24x7 technical support)	1		$0.00	1		$0.00	1		$0.00	1		$0.00	1		$0.00	$0.00
TOTAL			**$0.00**			**$0.00**			**$0.00**			**$0.00**			**$0.00**	**$0.00**