SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
	1	30

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			HM047626R0039	05/29/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	Justin Koesterer	314-676-2143	06/29/2026 1700 CT

9. ISSUED BY CODE OCSG

Nat'l Geospatial-Intelligence Agen
ATTN: OCSG: MS: S84-OCSG
7500 GEOINT DRIVE
SPRINGFIELD VA 22150

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☒ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541611

SIZE STANDARD: $24.5

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE SEESOW

See Statement of Work

16. ADMINISTERED BY CODE 42KOESTERER

P.O.C. Justin Koesterer
Phone: 314-676-2143
Email:justin.s.koesterer@coe.ic.gov

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE ____

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

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

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

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

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

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

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
		Harry L. Lanfersieck	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

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. TELEPHONE NUMBER OF AUTHORIZED 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 NUMBER	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. 11/2021) BACK

SECTION 1 - Supplies or Services and Prices

1.1 Supplies or Services and Prices

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	Base Period: Labor IAW SOW Section 4.1 - 4.2 dated 21 May 2026 FFP PoP: 12-MOs Award Type: Firm-fixed-price Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER				
0002	Base Period: Maintenance IAW SOW Section 4.3 - 4.7 dated 21 May 2026 FFP PoP: 12-MOs Award Type: Firm-fixed-price Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER				
0003	Base Period: Travel IAW SOW Section 4.8 dated 21 May 2026 Cost Reimbursable NTE: TBD at time of award PoP: 12-MOs Award Type: Cost Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER				
1001	Option Period One: Labor IAW SOW Section 4.1 - 4.2 dated 21 May 2026 FFP PoP: 12-MOs Award Type: Firm-fixed-price (Option Line Item) Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER				
1002	Option Period One: Maintenance IAW SOW Section 4.3 - 4.7 dated 21 May 2026 FFP PoP: 12-MOs Award Type: Firm-fixed-price (Option Line Item)				

Item Number	Description	Quantity	Unit	Unit Price	Amount
1003	Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Option Period One: Travel IAW SOW Section 4.8 dated 21 May 2026 Cost Reimbursable NTE: TBD at time of award PoP: 12-MOs Award Type: Cost (Option Line Item)				
2001	Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Option Period Two: Labor IAW SOW Section 4.1 - 4.2 dated 21 May 2026 FFP PoP: 12-MOs Award Type: Firm-fixed-price (Option Line Item)				
2002	Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Option Period Two: Maintenance IAW SOW Section 4.3 - 4.7 dated 21 May 2026 FFP PoP: 12-MOs Award Type: Firm-fixed-price (Option Line Item)				
2003	Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Option Period Two: Travel IAW SOW Section 4.8 dated 21 May 2026 Cost Reimbursable NTE: TBD at time of award PoP: 12-MOs Award Type: Cost (Option Line Item)				

Item Number	Description	Quantity	Unit	Unit Price	Amount
3001	Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Option Period Three: Labor IAW SOW Section 4.1 - 4.2 dated 21 May 2026 FFP PoP: 12-MOs Award Type: Firm-fixed-price (Option Line Item)				
3002	Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Option Period Three: Maintenance IAW SOW Section 4.3 - 4.7 dated 21 May 2026 FFP PoP: 12-MOs Award Type: Firm-fixed-price (Option Line Item)				
3003	Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Option Period Three: Travel IAW SOW Section 4.8 dated 21 May 2026 Cost Reimbursable NTE: TBD at time of award PoP: 12-MOs Award Type: Cost (Option Line Item)				
4001	Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Option Period Four: Labor IAW SOW Section 4.1 - 4.2 dated 21 May 2026 FFP PoP: 12-MOs Award Type: Firm-fixed-price (Option Line Item)				

Item Number	Description	Quantity	Unit	Unit Price	Amount
4002	Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Option Period Four: Maintenance IAW SOW Section 4.3 - 4.7 dated 21 May 2026 FFP PoP: 12-MOs Award Type: Firm-fixed-price (Option Line Item)				
4003	Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER Option Period Four: Travel IAW SOW Section 4.8 dated 21 May 2026 Cost Reimbursable NTE: TBD at time of award PoP: 12-MOs Award Type: Cost (Option Line Item)				
	Product/Service Code: T099 Product/Service Description: PHOTO/MAP/PRINT/PUBLICATION- OTHER				

1.1.1 DFARS PGI 204.7108 Payment Instructions

See: https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

1.2 DORMANT ACCOUNT REVIEW-QUARTERLY PARTICIPATION

The Dormant Account Review, Quarterly (DAR-Q) process, is the Department of Defense (DoD) requirement to increase the Department's and NGA's ability to use available appropriations before they expire and ensure remaining open obligations are valid and liquidated before the cancellation of the appropriation. NGA disseminates and receives DAR-Q information to and from NGA's Industry Partners using the National Reconnaissance Office (NRO) unclassified Acquisition Research Center (ARC) website. NGA provides consolidated lists of lines of accounting for validation, of which contractor participation is mandatory.
Contractors holding NGA contracts and/or orders are required to support the NGA DAR-Q process. Each contractor must select two points of contact (POCs) to establish and maintain active accounts on the unclassified NRO ARC at https://acq.westfields.net.
Contractor POCs use the following information to register:
1.) Full name;
2.) SSN (Optional);
3.) Unclassified email address;
4.) DUNS number; and
5.) Unclassified telephone number.
From the https://acq.westfields.net homepage, click on "Register" in the upper-right-hand corner of the page; follow

the instructions, and enter the requested data. Although not required for DAR-Q compliance, POCs possessing a classified email account may enter that information during registration to also create a classified ARC account. POCs should be aware that account activation requires the registered user to validate the account by email within 24 hours of registration. Questions or problems related to the website or the registration process should be directed to the unclassified Acquisition Center of Excellence (ACE) Help IT Desk at 703-230-6300 or acehelpdesk@westfields.net.
NGA will conduct quarterly DAR-Q reviews in accordance with the DoD Financial Management Regulations (FMR). Contractors with dormant Unliquidated Obligations appearing on any specific quarterly DAR-Q review will be notified via the NRO ARC. Once notified, contractor POCs are required to validate and upload the contractors' responses, including supporting documentation, to the NRO ARC by the due date set forth in the relevant timelines outlined by NGA and the FMR.

SECTION 2 - Contract Clauses

2.1 Contract Clauses

Clause List

2.2 52.202-1 DEFINITIONS. (JUN 2020)

2.3 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA. (OCT 2024)

2.4 52.222-90 DEVIATION 2026-O0040 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (DEVIATION 2026-O0040)

2.5 5X52.232-9003 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS AND INSTRUCTIONS TO IMPLEMENT USAGE OF THE INVOICE PROCESSING PLATFORM (IPP) (MAR 2026)

(a) Definitions. As used in these instructions, "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Effective 23 Mar 26, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP) at www.ipp.gov. Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with the IPP application can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866)973-3131. The Contractor shall ensure that its supporting documentation includes a copy of the contractor's internal invoice and conforms to IPP requirements. IPP accommodates up to 25 supporting attachments per invoice. Individual attachment file size may not exceed ten megabytes (10mb). If the Contractor assesses that their supporting documentation will not reasonably conform to IPP requirements, the Contractor shall contact the Contracting Officer to explore possible alternatives. In addition, the IPP only allows certain characters to be used as the invoice number. The invoice number shall conform to the IPP convention, and the attachments (if used) shall match exactly the invoice number allowed. The allowed characters in the IPP are "abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789-_"

(c) Properly certified invoices shall be entered into the Internet Payment Platform (www.ipp.gov). To assist (Agency) in making timely payments, the Contractor is required to provide/verify all required fields in the IPP including: (1) Contract number; (2) Name, address and Taxpayer I.D. number of Contractor; (3) Invoice Date; (4) Unique invoice number for that particular invoice; (5) Period the payment covers; and (6) Cost amount by each line item including quantity and unit price

(d) Contractors wishing to check the payment status of their vouchers are able to do so within the IPP application. In addition, questions may be directed to the Contracting Officer's Representative (COR). In the absence of a COR, contact the Contracting Officer whose name and contact information appears on the face page of this contract/order.

(End of clause)

2.6 5X252.201.602-2-91 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JAN 2004)

The following contracting officer's representative(s) (COR) are appointed to this contract: (use for Awards)

PRIMARY:

[(Enter Name and Title)]

[(Enter Organization, Mail Stop, E-mail, Phone and Fax Numbers)]

ALTERNATE:

[(Enter Name and Title)]

[(Enter Organization, Mail Stop, E-mail, Phone and Fax Numbers)]

For ordering contracts, the COR(s) will be identified on each delivery/task order.

The COR(s) has a written designation memorandum on file with the procurement office. This memorandum, as directed by DFARs 252.201-7000(b), specifies the extent of the COR's authority to act on behalf of the contracting officer. This authority cannot be re-delegated to any other person. The alternate COR acts in behalf of the primary COR in absence of the primary COR and is appointed through a separate memorandum.

The primary responsibilities of CORs are:

1) Technical Liaison. Oversees the contractor's technical effort to ensure that performance is in strict accordance with the terms and conditions of the contract. Is the primary interface between the contractor and the contracting officer on matters pertaining to the contractor's technical performance. Answers technical questions, furnishes technical instruction and guidance to the contractor relating to contract specifications, and any other instructions of a technical nature necessary to perform the work as specified in the contract. CORs are not to tell the Contractor how to perform, but only what is required of a technical nature. If doubt exists as to whether information to be furnished falls within the scope of the contract, the COR is to coordinate action with the contracting officer prior to transmitting the information to the Contractor. Promptly responds to contracting officer queries for technical information and directs the contractor to submit requests for change, deviation or waiver in writing to the contracting officer. Keeps the contracting officer informed regarding communications with the contractor in order to prevent possible misunderstandings or situations that could affect contract terms and conditions and become the basis for future claims against the Government.

2) Monitoring contractor performance. Ensures delivery schedules are adhered to and provides quality assurance. Provides status to the contracting officer and other program personnel to ensure compliance with the technical requirements of the contract. If performance is not proceeding satisfactorily, or if problems are anticipated, promptly notifies the contracting officer and may provide a recommended technical course of correction action. Reviews and approves progress reports, technical reports, financial/management reports and other items requiring approval. Notifies the contracting officer if such reports or items should be rejected, stating the basis for rejection.

3) Technical Evaluation of Contractor Proposal. Evaluates contractor proposals for modifications and provides a written technical evaluation, to include price or cost elements, to the contracting officer.

4) Reviewing and Approving Payments and Acceptance. Reviews invoices and progress payments for accuracy and appropriateness and reports any discrepancies and provides concurrence (or non-concurrence) to the Contracting Officer. Approves payments and accepts work on the appropriate forms for services performed or supplies delivered.

5) Administration of Government Property. Submits to the contracting officer and property specialist a written evaluation of the disposition of any material/property furnished by the Government that is accountable to the contract.

6) Security. Coordinates all security requirements of the contract with the contractor and the agency security office, to include DD254s and contractor access to NGA networks. Ensures AIS accounts of departing NGA contractor on-site personnel are cancelled expeditiously. Keeps track of any classified documents or data provided and ensures return or destruction upon completion of the contract.

7) Maintenance of Files. Keeps a file of all records related to the contract to include, but not limited to, the contract, e-mail correspondence, formal written correspondence, reports, receiving and acceptance reports/forms, technical evaluations, trip reports, meeting notes, status reports, past performance reports, government property reports and closeout records.

8) Administration of On-Site contractor personnel information. Maintains information on contractors, prime and subs, performing on-site at NGA facilities. Coordinates with the contractors and the Human Resource Office (HR) all contractor data changes, to include arrival and departure, names, physical location(s), NGA organization code of office responsible for contractor-occupied-space, and employer name, address and phone. Approves badging of contractors upon contractor completion and submittal of Contractor Data Input Record Form to HR and a standardized NGA non-disclosure statement.

CORs shall not direct the contractor in any manner that would be of the type of supervision or control that converts an individual who is an independent Contractor (such as a contractor employee) into a Government employee.

Notwithstanding the delegated duties listed herein, the COR does not possess the authority of a contracting officer and, therefore, shall not alter the terms and conditions of the contract in any way, to include any commitments or changes that will affect cost, price, quality, quantity, delivery, or any other term or condition of the contract. The contracting officer is the only official with the authority to enter into or modify contractual agreements or commitments. Unauthorized acts could result in personal liability.

The duties and responsibilities set forth herein are not intended to be all-inclusive. The contracting officer may delegate additional functions as deemed necessary.

COR appointment and termination on a specific contract shall be effective upon contract/order award or execution of a modification to the contract by the contracting officer.

(End of Clause)

2.7 5X252.204-7000-90 PUBLIC RELEASE OF INFORMATION (MAR 2023)

(a) Except as provided in paragraph (b) of this clause, information pertaining to this contract shall not be released to the public unless authorized by the Contracting Officer in accordance with DFARS 252.204-7000, Disclosure of Information. Requests for approval to release information pertaining to this contract (other than past performance) shall be submitted to the Contracting Officer by means of NGA Form 5230-1, National Geospatial-Intelligence Agency Request for Clearance for Public Release.

(b) The contractor may provide past performance information regarding this contract, without completing an NGA Form 5230-1 and without Contracting Officer approval when submission of such information is to the Office of the Director of National Intelligence (ODNI), the Central Intelligence Agency (CIA), the National Reconnaissance Office (NRO), the National Security Agency (NSA), the Defense Intelligence Agency (DIA), and NGA to support source selections at those agencies. The contractor is responsible for the proper classification and handling of such information and shall provide a copy of the information submitted to other agencies to the Contracting Officer.

(End of clause)

2.8 5X52.09.507-9000 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2023)

(a) The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. The term "person" includes a business organization.

(b) The principals of organizational conflict of interest and descriptions thereof are set forth at FAR Subpart 9.5.

(c) If the offeror/contractor is aware of a potential organizational conflict of interest (OCI), as defined at paragraph (a) above, with respect to this procurement, the offeror shall make immediate and full disclosure in writing to the Contracting Officer.

(d) If in the performance of this contract the contractor discovers a potential organizational conflict of interest with respect to the contract, it shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the actions the Contractor has taken or proposes to take to avoid, eliminate, or neutralize the conflict. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.

(e) If the Contractor is directed by authorized Government personnel by written tasks or verbal directions (in program review or otherwise), to perform service which the Contractor believes to constitute a potential organizational conflict of interest, the contractor is required to notify the Contracting Officer in writing of the nature of the conflict within ten (10) days after receipt of the Government directive. The Contracting Officer has the sole responsibility for determining whether a conflict does, in fact, exist. No effort shall be expended toward the performance of the services in question until this determination has been made or unless otherwise directed by the Contracting Officer.

(f) The Government has the unilateral right to waive one or more of the provisions of FAR Subpart 9.5 and this clause, on a case-by-case basis, under FAR Part 9.503.

(g) Any restraints negotiated in response to FAR Part 9.507-2 as a condition of award due to an organizational conflict of interest, shall be incorporated into the instant contract or Delivery/Task Order(s) as appropriate. These restraints will have duration of not more than [ ] years after completion of the contract effort.

(h) The Contractor shall insert Paragraphs (a) through (g) of this clause in all subcontracts.

(End of Clause)

2.9 5X52.209-9000 NGA OCI PROVISION FOR KNOWN NON-DEVELOPMENTAL WORK (JUN 2013)

The work identified in this RFP has been determined to be non-

developmental work under the definitions contained in the [ ] contract(s).

(End of Clause)

2.10 5X52.209-9003 PROTECTION OF INFORMATION AND NONDISCLOSURE AGREEMENTS (JUN 2009)

(1) Protected Information and Computer Software means, unless specifically excluded by paragraph (2) below, all information and computer software, in any form or media, that in the course of performing work under this contract are disclosed to the Contractor, its subcontractors, or their employees, or to which those persons otherwise are given access to, by (i) NGA, (ii) other government agencies, (iii) foreign governments or (iv) other contractors while directly supporting NGA, which is accompanied by written legends identifying use or disclosure restrictions or disclosed under circumstances that the Contractor knows are subject to use or disclosure restrictions established in writing by the Government.

(2) Protected Information and Computer Software does not include information that:

(i) Has been released to the general public through no action of the undersigned in breach of this agreement or through no action of any other party in breach of any other obligation of confidentiality owing to the Government or the owner of the protected information or computer software;

(ii) Has been lawfully obtained by the recipient outside the course of the performance of this contract;

(iii) Has been properly licensed or provided directly by the owner (or other authorized source) of the information or computer software to the recipient to the extent so licensed or provided;

(iv) Is owned by the recipient or was developed independently of the disclosure hereunder;

or

(v) Has been disclosed to the recipient by the Government with explicit authorization to use or disclose the information for another purpose, to the extent so authorized.

(b) Use and disclosure restrictions. The Contractor shall use and disclose Protected Information and Computer Software only as necessary for the performance of the requirements of this contract. Protected Information and Computer Software may not be used or disclosed for any other purpose, including bid or proposal preparation or business marketing, without the written approval of the Contracting Officer. Furthermore, unless otherwise directed by the Contracting Officer, the Contractor shall comply with all restrictions set forth in any legends, licenses or instructions provided to the Contractor or accompanying Protected Information and Computer Software or other written directives of the Government known to the Contractor. The use and disclosure obligations imposed by this paragraph shall expire as follows:

(1) There shall be no expiration date for the following Protected Information and Computer Software:

(i) Technical data or computer software containing Limited Rights, Restricted Rights, Government Purpose Rights, Special License Rights, or Unlimited Rights legends;

(ii) information or software marked Limited Distribution (LIMDIS);

(iii) information or software marked Source Selection Information;

(iv) contract proposal information marked pursuant to FAR 52.215-1(e) limiting its use for proposal evaluation purposes only;

(v) information and computer software marked Contractor Proprietary or a similar legend;

(vi) data known by the Contractor to be protected by the Privacy Act; and

(vii) information and software marked Controlled Unclassified Information (CUI) or For Official Use Only (FOUO).

(2) For other information or software accompanied at time of disclosure by a written legend identifying use or disclosure restriction time periods, the expiration date shall be as stated in or derived from the legend.

(3) For all other Protected Information and Computer Software, the expiration date shall be 3 years from the date the information or software is first disclosed to the Contractor.

Notwithstanding the above obligations, the Contractor is not in breach of this agreement if the Contractor uses or discloses Protected Information and Computer Software in response to an order of a court or administrative body of competent jurisdiction, but only to the extent permitted by that authority and only if the Contractor gives the Contracting Officer, to the extent practical, notice of the tribunal's order before the use or disclosure is made that allows NGA a reasonable time to object to the order.

(c) Unauthorized Use or Disclosure. The Contractor shall immediately notify the Contracting Officer of any unauthorized use or disclosure known by the Contractor of Protected Information and Computer Software in violation of the obligations contained in this clause.

(d) Disposition. At the conclusion of performance of work under this contract, the Contractor shall immediately return to the Government all Protected Information and Computer Software in its possession. Furthermore, if an employee of the Contractor who has had access to Protected Information and Computer Software is terminated or reassigned and thus is no longer performing work under this contract, the Contractor shall immediately return all Protected Information and Computer Software in the employee's possession. Moreover, if a Contractor's employee is dedicated to support a specific NGA Office or Directorate or NGA program under this contract, but is subsequently reassigned to support another NGA Office or Directorate or NGA program under this contract, the Contractor shall immediately return all Protected Information or Computer Software in the employee's possession previously furnished by the prior NGA Office or Directorate or NGA program. In lieu of returning Protected Information and Computer Software, the Contracting Officer or Contracting Officer's representative may authorize the destruction of the information or the transfer of the information to another employee of the Contractor working under the contract. Finally, this clause shall not be interpreted as preventing the Contractor from retaining records required by statutes or other clauses of this contract, such as FAR 52.215-2 Audit and Records--Negotiations.

(e) Third party beneficiaries. This clause is executed for the benefit of the Government and the owners of Protected Information and Computer Software. The Government and the owners of Protected Information and Computer Software (and their delegatees, successors and assignees) are third party beneficiaries of the obligations contained in this clause who, in addition to any other legal rights they may have, are intended to have the rights of direct action against the Contractor or any person to whom the Contractor has disclosed or released Protected Information and Computer Software, to seek damages from any breach of this clause, or to otherwise enforce this clause.

(f) Duration. The above obligations imposed by this clause shall survive the termination or completion of this contract.

(g) Classified Information. This clause is in addition to and in no manner abrogates requirements, obligations or remedies regarding the protection of classified information and does not supersede the requirements of any laws, regulations, other directives or nondisclosure agreements regarding classified information.

(h) Other Restrictions. This agreement does not abrogate any other obligations currently placed upon the Contractor or which may be imposed upon the Contractor in the future by the Government or other persons; or remedies afforded those persons regarding those obligations.

(i) Nondisclosure agreements. The Contractor shall require and ensure that each of its employees who may receive or be given access to Protected Information and Computer Software signs the nondisclosure agreement provided by attachment to this contract prior to the employee performing work under this contract covered by the nondisclosure agreement. The Contractor shall maintain copies of signed nondisclosure agreements for a period of at least three years after final payment under this contract. At the direction of the Contracting Officer, the Contractor shall make

those agreements available for inspection by the Contracting Officer and will furnish the Contracting Officer copies of those agreements at no additional cost to the Government if requested by the Contracting Officer.

(j) The Contractor shall include the substance of this clause in all subcontracts under this contract in which subcontractors may be disclosed or granted access to Protected Information and Computer Software.

(End of Clause)

2.11 5X52.227-9000 UNAUTHORIZED USE OF NGA NAME, SEAL AND INITIALS (JUN 2006)

(a) As provide in 10 U.S.C. Section 425, no person may, except with the written permission of both the Secretary of Defense and the Director of National Intelligence, knowingly use the words "National Geospatial-Intelligence Agency", "National Imagery and Mapping Agency", or "Defense Mapping Agency," the initials "NGA", "NIMA", or "DMA," the seal of National Geospatial-Intelligence Agency, National Imagery and Mapping Agency, or the Defense Mapping Agency, or any colorable imitation of such words, initials, or seal in connection with any merchandise, retail product, impersonation, solicitation, or commercial activity in a manner reasonably calculated to convey the impression that such use is approved, endorsed, or authorized by the Secretary of Defense and the DNI.

(b) Whenever it appears to the U.S. Attorney General that any person is engaged or about to engage in an act or practice which constitutes or will constitute conduct prohibited by paragraph (a), the Attorney General may initiate a civil proceeding in a district court of the United States to enjoin such act or practice. Such court shall proceed as soon as practicable to hearing and determination of such action and may, at any time before final determination, enter restraining orders or prohibitions, or take such other action as is warranted, to prevent injury to the United States, or to any person or class of persons for whose protection the action is brought.

(End of Clause)

2.12 5X52.227-9001 ACTIVITIES THAT AFFECT U.S. PERSONS (NOV 2016)

This contract is sponsored by the National Geospatial-Intelligence Agency. All work and services to be performed hereunder shall be in strict compliance with procedures set forth in DoDM 5240.01.

(End of Clause)

2.13 5X52.237-9001 CONTRACTOR IDENTIFICATION (JAN 2012)

The contractor shall ensure that contractor personnel, including their sub-contractor personnel, identify themselves as contractor personnel, by introducing themselves or being introduced as contractor personnel when:

(1) attending meetings with Government personnel or contractors performing under a contract awarded to support NGA requirements,

(2) answering government telephones,

(3) providing any type of written or electronic mail correspondence, and

(4) working in any other situation where their actions could be construed as an official Government act or representation of the Government.

The contractor shall ensure that contractor personnel possess and properly display Government-issued identification badges when on NGA property or when attending NGA meetings not located on NGA property.

The contractor will ensure that contractor personnel, when performing in a contractor capacity, refrain from using their retired or reserve component military rank or title in all written and verbal communications.

The Government may include the results of the contractor's ability to adhere to this clause in quality assurance surveillance plans and award fee plans as part of the overall administration of this contract.

(End of Clause)

2.14 5X52.242-9001 OBSERVANCE OF LEGAL HOLIDAYS, DELAYED ARRIVAL OR EARLY RELEASE OF FEDERAL EMPLOYEES (SEP 2021)

(a) The National Geospatial-Intelligence Agency observes the following days as Federal holidays:

New Year's Day - January 1st

Martin Luther King's Birthday - 3rd Monday in January

Washington's Birthday - 3rd Monday in February

Memorial Day - Last Monday in May

Juneteenth Independence Day - June 19th

Independence Day - July 4th

Labor Day - 1st Monday in September

Columbus Day - 2nd Monday in October

Veterans Day - November 11th

Thanksgiving Day - 4th Thursday in November

Christmas Day - December 25th

Inauguration Day - January 20th of each fourth year after 1965

Washington DC - Metropolitan Area only

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) Federal law (5 U.S.C. 6103) establishes the public holidays listed. Please note that most contractors work a Monday through Friday schedule. For these contractor employees, when a holiday falls on a non-workday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

(c) Contractor personnel are not prohibited from performing work on a holiday, unless the labor category is not authorized to work as negotiated in the contract. The following list identifies the labor categories that are not authorized to perform work on a holiday based on negotiated terms. Labor categories included on this list are expected to complete their workday as scheduled when NGA government employees are authorized early release prior to a holiday (e.g. two hour early release) or other such benefit that applies to NGA government employees only.

LABOR CATEGORY

[Contractor to list all Labor Categories that are considered non-essential employees]

_____

(d)If the Contractor's personnel work on a holiday, no form of holiday, premium or differential compensation is an allowable cost under the Contract unless another clause in the Contract explicitly authorizes work on holidays and for the time period covered by the special compensation.

(e) When Federal employees working in an NGA facility are authorized a delayed arrival, released early or excused in bulk from work, the Contractor may authorize its personnel whose normal workplace is in that facility: (1) to continue working in the facility (unless prohibited by the NGA Facility Site Manager); (2) to work at alternate work locations; or (3) to refrain from performing services during that period of time; as long as any work performed does not result in the incurrence of any form of holiday, premium or differential compensation, or additional costs for alternate work locations to be reimbursed by the Government as a direct or non-nominal indirect cost. Such costs are not allowable under the Contract. Further, when services are not performed (e.g., a contractor employee takes leave) the non-working hours are not allowable as a direct charge under the Contract.

(End of clause)

2.15 5X52.242-9002 GOVERNMENT SHUTDOWN, FURLOUGH OF GOVERNMENT PERSONNEL AND CLOSURE OF NGA FACILITIES (NOV 2018)

(a) An NGA facility may be closed down for all or a portion of a business day(s) as a result of:

1) Failure of Congress to appropriate funds, resulting in a government shutdown and furlough of government personnel;

2) Actual Continuity of Operations (COOP) or COOP training exercises;

3) Severe weather;

4) Unplanned events; or

5) Any other reason deemed appropriate by the D/NGA.

(b) In specific reference to (a) 1, and notwithstanding any other provision of the contract, contractors should continue to perform work in accordance with the terms of the contract, provided funding is available on the contract. Unless otherwise directed by the Contracting Officer, no work shall continue in the absence of available funding on the contract. A Contracting Officer will issue specific stop-work notices to those contractors who must stop work due to the government shutdown. Once a stop-work notice is received, contractors should implement an orderly shutdown (e.g., secure files, make preparations to preserve work, etc…). Unless otherwise directed by the Contracting Officer, the stop-work order will automatically lift when Congress appropriates funds and work performance should resume provided there is funding on the contract.

(c) In specific reference to (a)2 through (a)5, the Contractor's personnel may be authorized by the cognizant Contracting Officer or Contracting Officer's Representative (COR) to work during a Government shutdown or closure as described in this clause, as long as any work performed does not result in the incurrence of any form of holiday, premium or differential compensation or additional costs for alternate work locations to be reimbursed by the Government as a direct or non-nominal indirect cost. Unless otherwise explicitly authorized by another clause, such costs are not allowable under the Contract. Further, when services are not performed (e.g., a contractor employee takes leave) the non-working hours are not allowable as a direct charge under the Contract.

(End of clause)

2.16 5X52.45.102-9000 MANAGEMENT OF NGA GOVERNMENT PROPERTY (MAR 2023)

Management of NGA Government Property

(a) Definitions

(1) NGA Accountable Property System of Record (APSR) is the enterprise system for property accountability, stewardship, and financial reporting. Contains the official records that form the basis for accountability, audit, and fiduciary reporting of accountable property. Functions as a sub-ledger to the NGA accounting system for financial reporting purposes.

(b) Contractor Responsibilities.

(1) The Contractor shall account for all accountable Government Furnished Property (GFP) in NGA APSR in accordance with DoDI 5000.64.

(2) The Contractor shall designate an Asset Custodian (AC) to manage and account for no greater than 3,000 GFP assets per AC in the NGA APSR.

(3) The Contractor shall physically inventory 100% of all accountable GFP in its possession on an annual basis based on NGA-SIOP Inventory Schedule and ensure reconciliation within the APSR.

(4) Contractors should submit their annual inventory report to SIOP, in turn for OCS to incorporate as the official GFP support record.

(5) Contractors with no access to COE/APSR shall report inventory results, asset deliveries/receipt, and asset disposal within 10 days of completion to the NGA Security and Installation Operations Office, Policy and Programs Division (SIOP) at NGA/SIOP, Mail Stop N82-SIOP, 7500 GEOINT Drive, Springfield, VA 22150 to update the NGA APSR.

(c) Government Responsibilities.

(1) The NGA Security and Installation Operations Directorate, Installation Operations Office, Policy and Programs Division (SIOP) shall perform the property administration function identified in FAR 42.302(a)(27).

(2) The Government shall provide instruction on the use of the NGA APSR.

(3) The Government shall designate a Program Asset Manager to perform receipt and acceptance on behalf of the Government for property managed in the NGA APSR.

(End of Clause)

2.17 5X52.246-9000 CONTRACTOR COMPLIANCE WITH ALL APPLICABLE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY (NGA) AND U.S. GOVERNMENT INSTALLATION REGULATIONS, DIRECTIVES, INSTRUCTIONS, RULES, POLICIES AND PROCEDURES (MAR 2023)

A. The Contractor shall comply with, and shall ensure that its personnel, to include subcontractors, comply with all applicable NGA regulations, directives, instructions, rules, policies and procedures. The Contractor may request copies from the Contracting Officer’s Representative (COR), the Contracting Officer or their designated representative(s).

B. The Contractor shall comply with, and shall ensure that its personnel, to include subcontractors, comply with regulations, directives, instructions, rules, policies, procedures and other applicable requirements issued by the U.S. Government Installation Commander where NGA is a tenant activity, including, but not limited to, those relating to

force protection, security, health and safety. The Contractor may request copies from the Contracting Officer's Representative (COR), the Contracting Officer or their designated representative(s).

C. The Contractor shall institute and implement an effective program to ensure their employees and subcontractors, comply with all applicable requirements in accordance with paragraphs A and B above as well as paragraphs E and H below.

D. The specific requirements covered in paragraphs A, B, E, and H may be specified in the Performance Work Statement, elsewhere in the contract, or in NGA and/or Government installation regulations, directives, instructions, rules, policies and procedures. Specific requirements may include, but are not limited to categories such as:

• Security in/out processing

• Personnel in/out processing

• Facility access, parking, and in/out processing

• Information technology access and in/out processing

• PeopleSoft access, updates and in/out processing

• Periodic and special training requirements

E. Facility Access and Badging.

The following criteria must be met in order to be issued an NGA IC badge and to gain access to an NGA-controlled facility:

(1) NGA IC badges will only be issued to those contractors who provide direct-charge support on an active TS/SCI NGA contract, even when seated at corporate locations outside of NGA Government facilities. Green badges must be used at least once per week at an NGA Government facility. Failure to use an NGA IC badge may result in suspension or termination of the badge for lack of activity. The badges will expire at the end of the supported contract. Note: NGA IC badges will not be issued to any contractor who does not need access to an NGA facility, i.e., Corporate VIPs, etc. Infrequent visitors must report to the Visitor's Center.

(2) Notwithstanding the above, NGA badges will be issued to contractors, who are required by contract, to gain access to an NGA facility in the event of an emergency or when after-hours access is required. The Government POC or Contracting Officer's Representative (COR) coordinates the submission of an application for an NGA badge; establishment of a PeopleSoft record of SCI accesses; completion of NGA Form 5212-7A, "Request for Identification/Building Access Picture Badge"; and submission of the application to the appropriate Site Security Office for approval. (Reference NGA Instruction 5210.8, Physical Security Program)

F. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

G. The Contracting Officer may include the results of the Contractor's ability to adhere to this clause in past performance reports, quality assurance surveillance plans and award fee plans as part of the overall administration of this contract.

H. NGA Inspector General

(1) The contractor must report to the NGA Inspector General (IG), DoDIG, or Intelligence Community IG any and all possible violations of federal law or illegal intelligence activities related to this contract by individuals charging directly or indirectly to this contract.

(2) The IG shall have access to any individual charging directly or indirectly to this contract whose testimony is needed for the performance of the IG's duties. In addition, the IG shall have direct access to all records, reports, audits, reviews, recommendations, documents, e-mails, papers, or other material that relate to this contract with respect to which the IG has responsibilities. Failure on the part of any contractor to cooperate with the IG shall be grounds for administrative action by the Director, Office of Contract Services, including contractual remedies.

(3) NGA contractors and contractor personnel may report suspected instances of improper conduct through the NGA IG Hotline. Contractors shall make their employees aware of this Hotline: 571-557-4849, secure 578-4849, or toll free 1-800-380-7729 or by contacting the OIG at IG@nga.mil or secure at IG@nga.ic.gov.

(4) The contractor agrees to include the substance of this clause in all subcontracts exceeding the simplified acquisition threshold except those for commercial products or commercial services and those where the NGA association must be protected.

(5) This requirement is supported in the Federal Acquisition Regulation (FAR) clause 52.203-13, which requires timely disclosure to the Government of credible evidence of violation of law, and timely and complete response to OIG requests for documents and access to employees and information.

(6) This requirement is supported in NGA policy. NGAI 7410.1 requires all personnel, to include contractors, to cooperate fully with NGA OIG audits, inspections, and investigations.

(End of Clause)

2.18 52.203-3 GRATUITIES. (APR 1984)

2.19 52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)

2.20 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (NOV 2021)

2.21 52.203-14 DISPLAY OF HOTLINE POSTER(S). (NOV 2021)

Poster(s)	*Obtain from*
[_____]	[_____]
[_____]	[_____]

2.22 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (JUN 2020)

2.23 52.204-7 SYSTEM FOR AWARD MANAGEMENT-REGISTRATION. (NOV 2024) (DEVIATION 2026-O0043) (FEB 2026)

2.24 52.204-13 SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE. (OCT 2018) (DEVIATION 2026-O0043) (FEB 2026)

2.25 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016) (DEVIATION 2026-O0043) (FEB 2026)

2.26 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

2.27 52.204-91 CONTRACTOR IDENTIFICATION. (DEVIATION 2026-O0043) (FEB 2026)

2.28 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED. (JAN 2025) (DEVIATION 2026-O0042) (FEB 2026)

2.29 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018) (DEVIATION 2026-O0042) (FEB 2026)

2.30 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (SEP 2023) (DEVIATION 2026-O0028) (FEB 2026)

2.31 52.212-2 EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2021) (DEVIATION 2026-O0028) (FEB 2026)

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

See Attachment 3 for Evaluation Criteria.

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

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

(End of provision)

2.32 52.212-4 TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2023) (DEVIATION 2026-O0028) (FEB 2026)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *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.

(c) *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.

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

(e) *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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *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;

(D) Contractor point of contact; and

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

(5) *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 FAR part 33 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 FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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 under this contract 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) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *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)

2.33 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION. (NOV 2021) (DEVIATION 2026-O0048) (MAR 2026)

Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the

submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

2.34 52.217-5 EVALUATION OF OPTIONS. (JUL 1990) (DEVIATION 2026-O0027) (FEB 2026)

2.35 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 anytime during the period of performance.

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

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

2.37 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (FEB 2024) (DEVIATION 2026-O0037) (FEB 2026)

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(i) it [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it [ ] is, [ ] is not a women-owned small disadvantage business concern.

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

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

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*:__.]

(6) *HUBZone joint venture eligible under the HUBZone Program*. [*Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

2.38 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2025) (DEVIATION 2026-O0037) (FEB 2026)

2.39 52.219-14 LIMITATIONS ON SUBCONTRACTING. (OCT 2022) (DEVIATION 2026-O0037) (FEB 2026)

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

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

2.40 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020) (DEVIATION 2026-O0040) (FEB 2026)

2.41 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010) (DEVIATION 2026-O0040)(APR 2026)

2.42 52.222-50 COMBATING TRAFFICKING IN PERSONS. (OCT 2025) (DEVIATION 2026-O0040)(APR 2026)

2.43 52.224-3 PRIVACY TRAINING. (JAN 2017)

2.44 52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020)

2.45 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

2.46 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (MAR 2023)

2.47 52.233-3 PROTEST AFTER AWARD. (AUG 1996) (DEVIATION 2026-O0026) (FEB 2026)

2.48 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004) (DEVIATION 2026-O0026) (FEB 2026)

2.49 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS. (DEVIATION 2026-O0025) (FEB 2026)

2.50 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS. (DEVIATION 2026-O0025) (FEB 2026)

2.51 52.240-92 SECURITY REQUIREMENTS. (DEVIATION 2026-O0025) (FEB 2026)

2.52 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (DEVIATION 2026-O0025) (FEB 2026)

2.53 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)

2.54 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

2.55 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): [Insert one or more Internet addresses]

(End of clause)

2.56 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS. (SEP 2011)

2.57 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (DEC 2022)

2.58 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL. (AUG 2019)

2.59 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS. (SEP 2022)

2.60 252.204-7000 DISCLOSURE OF INFORMATION. (OCT 2016) (DEVIATION 2026-O0025)(FEB 2026)

2.61 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS. (JAN 2023)

2.62 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS. (OCT 2016)

2.63 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION. (JAN 2023)

2.64 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING. (MAY 2024)

2.65 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT. (JAN 2023)

2.66 252.204-7023 REPORTING REQUIREMENTS FOR CONTRACTED SERVICES. (JUL 2021)

2.67 252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM. (FEB 2026)

2.68 252.204-7998 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (FEB 2026) (DEVIATION 2026-O0043)(FEB 2026)

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

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

[ ](iii) 252.225-7020, Trade Agreements Certificate.

[ ]Use with Alternate I.

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

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

[ ]Use with Alternate I.

[ ]Use with Alternate II.

[ ]Use with Alternate III.

[ ]Use with Alternate IV.

[ ]Use with Alternate V.

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

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

2.69 252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS-PARTNERSHIP AGREEMENT. (OCT 2019)

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

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

2.70 252.219-7011 NOTIFICATION TO DELAY PERFORMANCE. (JUN 1998)

2.71 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM. (JAN 2023)

2.72 252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE.- BASIC (FEB 2024)

2.73 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM. (FEB 2024)

2.74 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS. (MAR 2022)

2.75 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES. (APR 2022)

2.76 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS. (JAN 2023)

2.77 252.226-7002 REPRESENTATION FOR DEMONSTRATION PROJECT FOR CONTRACTORS EMPLOYING PERSONS WITH DISABILITIES. (DEC 2019)

(c) *Representation*. The offeror represents that it [ ] is [ ] is not an eligible contractor as defined in paragraph (a) of this provision.

2.78 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS. (DEC 2018)

2.79 252.232-7004 DOD PROGRESS PAYMENT RATES. (OCT 2014)

2.80 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS. (JAN 2023)

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

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

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

2.81 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION. (APR 2014)

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

On execution of contract $ [enter amount]
[enter month] [enter day], [enter year] $ [enter amount]
[enter month] [enter day], [enter year] $ [enter amount]
[enter month] [enter day], [enter year] $ [enter amount]

2.82 252.232-7010 LEVIES ON CONTRACT PAYMENTS. (DEC 2006)

2.83 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL. (JAN 2023)

2.84 252.239-7018 SUPPLY CHAIN RISK. (DEC 2022)

2.85 252.243-7001 PRICING OF CONTRACT MODIFICATIONS. (DEC 1991)

2.86 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT. (DEC 2022)

2.87 252.244-7999 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES. (DEVIATION 2026-O0015)(FEB 2026)

SECTION 3 - Documents, Exhibits, and Other Attachments

3.1 Documents, Exhibits, and Other Attachments

Attachment Number	Title	Document Version	Date	Number of Pages
1	Attachment 1_Statement of Work	BASE	05/21/2026	17
2	Attachment 2_DD254_Solicitation	BASE	05/29/2026	11
3	Attachment 3_Evaluation Factors	BASE	05/27/2026	3

SECTION 4 - Instructions, Conditions, and Notices to Bidders

4.1 Instructions, Conditions, and Notices to Bidders

Instructions to Offerors

NGA intends to award one Firm Fixed Price (FFP) contract with a Base Year Period of Performance of 12- Months, with Four (4) 12-Month Option Years. A complete proposal must be received by email not later than the date and time established in Block 8 of the SF 1449, to the following POCs: Harry L. Lanfersieck, harry.l.lanfersieck@nga.mil and Justin S. Koesterer. justin.s.koesterer@nga.mil.

Offerors are expected to ensure compliance with all laws, regulations, standards, and any other constraints specifically identified in this RFP. If a proposal fails to conform to the instructions provided herein, it may be deemed noncompliant and ineligible for contract award.

Offerors are advised that System for Award Management (SAM) registration in accordance with clause at 52.204-7, "System for Award Management", will be used by NGA to review Section K Representations and Certifications and to facilitate contract payment. NGA will verify SAM registration at the time of proposal submission and prior to

award, during the contractor responsibility review. The SAM registration requirements set forth in FAR 52.204-7(b)(1) are intended to facilitate NGA's review of offeror Representations and Certifications and to facilitate timely contract awards and payments. However, a lack of or lapsed SAM registration does not automatically deem an offeror ineligible for award. The Contracting Officer will provide an opportunity to register or to remedy a lapsed registration in accordance with FAR 9.104-5(d). As part of the responsibility determination, the Contracting Officer will consider the totality of the circumstances, including whether the offeror can demonstrate that it has already remedied a lapsed registration, completed a new registration, or initiated an update to a lapsed registration that was previously active. Offerors who are not registered in SAM should consider applying for registration immediately upon issuance of a solicitation. Offerors who are already registered should actively monitor their registration status and apply for renewal at least 10 days before their registration lapses. Any exchanges with an offeror regarding its registration status on SAM pertain to the offeror's responsibility and, therefore, are not considered discussions.

Instructions to Offerors

General Instructions. This section provides general guidance for preparing the proposal, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested, and must be submitted in accordance with (IAW) these instructions. The Offeror shall be compliant with the requirements as stated in the solicitation. A proposal that is sufficiently documented to support technical capability and price in a complete, orderly, and specific detailed manner will enable the Government to perform a thorough evaluation. Compliance with the instructions and solicitation is mandatory. Failure to comply may result in an unfavorable proposal evaluation and render the proposal ineligible for award. Please include your CAGE Code, DUNS Number and Tax ID Number with your response.

Proposal Preparation and Format Instructions. This section provides general guidance for preparing the proposal in regards to the format and content of the proposal. Each volume shall be complete in itself. To assure timely and equitable evaluation of the proposal, the Offeror must follow the instructions contained herein; all the requirements specified in this solicitation are mandatory. The Offeror is required to meet all solicitation requirements, including terms and conditions, representations and certifications, and all requirements within the Statement of Work (SOW). The Offeror must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

Page Limitations. Page limitations shall be treated as maximums. If page limitations are exceeded, excess pages will not be read nor considered in the evaluation of the proposal. A page is defined as each face of an 8.5 x 11-inch sheet of paper containing information. All information except for document numbers, page number, etc., shall be provided in an image area with no less than one inch in margin. Two pages may be printed back-to-back on one sheet of paper. However, this will be considered two (2) pages for the purpose of page count. The maximum number of pages for each volume is listed below.

Proposal Volume and Content Instructions

Offerors submitting a proposal in response to this solicitation shall submit:

Cover Letter
Completed Solicitation
Volume I - Technical Volume (20 Pages Max)
Volume II – Price Volume (No Page Limit)

Cover Letter

Cover Letter shall include the Offeror's company name, Offeror's primary and alternate points of contact with unclassified email/phone information, and the individual who has the authorization to negotiate and contractually obligate on behalf of the Offeror. Additionally, the cover letter shall contain the Offeror's CAGE Code, DUNS number; and Tax ID Number, a statement that the Offeror understands the requirements specified and will meet the performance standards and requirements therein; a statement that the Offeror does or does not take exception to any of the requirements of this solicitation; consent and/or objection to the use of non-Government advisors to evaluate the Offeror's proposal; and provides a brief introduction to the Offeror's proposed teammates for this award, should

the Offeror have any.

Completed Solicitation
The Offeror shall provide the solicitation in a completed state with their proposal submission. Provisions and clauses shall be completed where required. A person to legally bind the Offeror must sign the solicitation document agreeing to the terms and conditions.

Volume I: Technical
Technical Capabilities shall demonstrate how you will fulfill the NGA requirements related to the Endor services specified in the attached SOW. Do not merely reiterate the objectives or reformulate the requirements specified in this solicitation or the SOW.

Volume II Price
The Offeror shall submit their proposed firm-fixed price for the listed in Section 1 of the solicitation.

SECTION 5 - Evaluation Factors for Award

5.1 Evaluation Factors for Award

Best Value Trade-Off Basis of Award

Award will be made on a best value basis, with the Government performing a trade-off between Technical Capability - (technical capability sub-factors are of equal importance), which is significantly more important than Price. The Government intends to award one Firm Fixed Price (FFP) contract based on initial proposals without Negotiations as prescribed in FAR RFO 15.203. The Government may conduct negotiations with some, none, or all Offerors at its discretion.

The Government intends to award in accordance with the evaluation factors identified in Attachment 3 of this RFP.

Evaluation Factors, Relative Importance of the Factors and Criteria Following receipt of proposals, the Government will evaluate the Technical Factors and proposed price to determine the best value for the Government.

Relative Importance of the Factors: Factors are listed in Attachment 3 of this RFP.