SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER	PAGE 1 OF
	84

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912PB26QA058	28 MAY 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	JASMINA KENDRICK	+49 964170-526-8766	30 JUN 2026 10:00 AM

9. ISSUED BY CODE W912PB

0409 AQ HQ CONTRACT
KO DIRECTORATE OF CONTRACTING, UNIT 28130
APO, AE 09114
UNITED STATES
JASMINA KENDRICK, EMAIL: JASMINA.KENDRICK.LN@ARMY.MIL
TELEPHONE: +49 964170-526-8766

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % 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): 811192

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	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
[X] SEE SCHEDULE		[ ]	[X] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
SEE SCHEDULE			

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NUMBER				

[ ] 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 NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
SEE CONTINUATION

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

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

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

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

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

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

Solicitation/Contract Form Continuation

Instrument Name: Maintenance & Repair Services Car Wash facilities USAG Bavaria

Regional Contracting Office POC:

Contract Specialist: Jasmina Kendrick

COMM: 09641-70-526-8766

DSN: 314-526-8766

E-mail: jasmina.kendrick.ln@army.mil

Requiring Activity (Customer) POC: (to be added at time of award)

NOTE to the Contractor: NEVER contact the Customer POC with problems, e.g., late deliveries, etc. as they are not authorized to approve that.

ALWAYS contact the Contracting Office.

SAM AND WAWF INFO

1. SAM BACKGROUND

The System for Award Management (SAM) is a computer system accessed by the Internet managed by the U.S. Government.

In accordance with FAR 52.204-7, an offeror shall have an active Federal Government contracts registration in the

System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award.

2. WIDE AREA WORKFLOW (WAWF) BACKGROUND

WAWF (as part of PIEE - Procurement Integrated Enterprise Environment) is a convenient online solution that allows vendors to

electronically submit invoices and receiving reports; allows the Government to perform inspection and acceptance of goods and

services, and interfaces with payment systems to receive transactions electronically.

IMPORTANT NOTE:

Please see further instructions to offerors in the ADDENDA section

*** END OF NARRATIVE ***

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Maintenance Work for the Car wash facility and the Water Recovery Plant at TB Grafenwoehr IAW Performance Work Statement (PWS) and attached ELIN schedule. Pricing Arrangement: Firm Fixed Price	1	Each		
0002	Repair Work for the Car wash facility and the Water Recovery Plant at TB Grafenwoehr IAW Performance Work Statement (PWS). Pricing Arrangement: Labor Hour	40	Labor Hours		
0003	Material/spare parts for the Car wash facility and the Water Recovery Plant at TB Grafenwoehr IAW Performance Work Statement (PWS). Pricing Arrangement: Time and Materials	1	Job		
	Additional Descriptive Data: Additional Information: Estimated amount for parts needed for the performance of repair is 7,000.00 or $7,524.45 Offeror must use this amount as part of the proposal!				
0004	Arrival/Travel cost for on call services in between Routine Maintenance, Pricing Arrangement: Firm Fixed Price	6	Each		

0005	Maintenance Work for the TMP Car wash facility IAW Performance Work Statement (PWS), at RB Vilseck. Pricing Arrangement: Firm Fixed Price	1	Each		
0006	Repair Work for the TMP Car wash facility IAW Performance Work Statement (PWS), at RB Vilseck. Pricing Arrangement: Labor Hour	40	Labor Hours		
0007	Material/spare parts for the TMP Car wash facility IAW Performance Work Statement (PWS), at RB Vilseck. Pricing Arrangement: Time and Materials	1	Job		
	Additional Descriptive Data: Additional Information: Estimated amount for parts needed for the performance of repair is 7,000.00 or $7,524.45 Offeror must use this amount as part of the proposal!				
0008	Arrival/Travel cost for on call services in between Routine Maintenance. Pricing Arrangement: Firm Fixed Price	6	Each		
0009	Maintenance Work for the TMP Car wash facility IAW Performance Work Statement (PWS), at Hohenfels. Pricing Arrangement: Firm Fixed Price	2	Each		
0010	Repair Work for the TMP Car wash facility IAW Performance Work Statement (PWS), at Hohenfels. Pricing Arrangement: Labor Hour	40	Labor Hours		

0011	Material/spare parts for the TMP Car wash facility IAW Performance Work Statement (PWS), at Hohenfels. Pricing Arrangement: Time and Materials	1	Job		
	Additional Descriptive Data: Additional Information: Item text: Estimated amount for parts needed for the performance of repair is 8,000.00 or $ 8,599.38 Offeror must use this amount as part of the proposal!				
0012	Arrival/Travel cost for on call services in between Routine Maintenance. Pricing Arrangement: Firm Fixed Price	8	Each		
1001	Maintenance Work for the Car wash facility and the Water Recovery Plant IAW Performance Work Statement, (PWS), at TB Grafenwoehr. Pricing Arrangement: Firm Fixed Price	1	Each		
1002	Repair Work for the Car wash facility and the Water Recovery Plant IAW Performance Work Statement (PWS), at TB Graf. Pricing Arrangement: Labor Hour	40	Labor Hours		
1003	Material/spare parts for the Car wash facility and the Water Recovery Plant IAW Performance Work Statement (PWS), at TB Grafenwoehr. Pricing Arrangement: Time and Materials	1	Job		
	Additional Descriptive Data:				

	Additional Information: Item text: Estimated amount for parts needed for the performance of repair is 7,000.00 or $7,525.45. Offeror must use this amount as part of the proposal!				
1004	Arrival/Travel cost for on call services in between Routine Maintenance. Pricing Arrangement: Firm Fixed Price	6	Each		
1005	Maintenance Work for the TMP Car wash facility IAW Performance Work Statement (PWS), at RB Vilseck. Pricing Arrangement: Firm Fixed Price	1	Each		
1006	Repair Work for the TMP Car wash facility IAW Performance Work Statement (PWS), at RB Vilseck. Pricing Arrangement: Labor Hour	40	Labor Hours		
1007	Material/spare parts for the TMP Car wash facility IAW Performance Work Statements (PWS) at RB Vilseck. Pricing Arrangement: Time and Materials	1	Job		
	Additional Descriptive Data: Additional Information: Estimated amount for parts needed for the performance of repair is 7,000.00 or $7,524.45 Offeror must use this amount as part of the proposal!				
1008		6	Each		

	Arrival/Travel cost for on call services in between Routine Maintenance. Pricing Arrangement: Firm Fixed Price				
1009	Maintenance Work for the TMP Car wash facility IAW Performance Work Statement (PWS), Hohenfels. Pricing Arrangement: Firm Fixed Price	2	Each		
1010	Repair Work for the TMP Car wash facility IAW Performance Work Statement (PWS), Hohenfels. Pricing Arrangement: Labor Hour	40	Labor Hours		
1011	Material/spare parts for the TMP Car wash facility IAW Performance Work Statement (PWS), at Hohenfels. Pricing Arrangement: Time and Materials	1	Job		
	Additional Descriptive Data: Additional Information: Estimated amount for parts needed for the performance of repair is 8,000.00 or $8,599.38 Offeror must use this amount as part of the proposal!				
1012	Arrival/Travel cost for on call services in between Routine Maintenance. Pricing Arrangement: Firm Fixed Price	8	Each		
2001	Maintenance Work for the Car wash facility and the Water Recovery Plant IAW Performance Work Statement (PWS), at TB Grafenwoehr.	1	Each		

	Pricing Arrangement: Firm Fixed Price				
2002	Repair Work for the Car wash facility and the Water Recovery Plant IAW Performance Work Stateme (PWS), at TB Grafenwoehr. Pricing Arrangement: Labor Hour	40	Labor Hours		
2003	Material/spare parts for the Car wash facility and the Water Recovery Plant IAW Performance Work Statement (PWS), at TB Grafenwoehr. Pricing Arrangement: Time and Materials	1	Job		
	Additional Descriptive Data: Additional Information: Estimated amount for parts needed for the performance of repair is 7,000.00 or $7,524.45. Offeror must use this amount as part of the proposal!				
2004	Arrival/Travel cost for on call services in between Routine Maintenance. Pricing Arrangement: Firm Fixed Price	6	Each		
2005	Maintenance Work for the TMP Car wash facility IAW Performance Work Statement (PWWS), at RB Vilseck. Pricing Arrangement: Firm Fixed Price	1	Each		
2006	Repair Work for the TMP Car wash facility IAW Performance Work Statement (PWS), at RB Vilseck. Pricing Arrangement: Labor Hour	40	Labor Hours		
2007		1	Job		

	Material/spare parts for the TMP Car wash facility IAW Performance Work Statement (PWS), at RB Vilseck. Pricing Arrangement: Time and Materials				
	Additional Descriptive Data: Additional Information: Estimated amount for parts needed for the performance of repair is 7,000.00 or $7,524.45. Offeror must use this amount as part of the proposal!				
2008	Arrival/Travel cost for on call services in between Routine Maintenance. Pricing Arrangement: Firm Fixed Price	6	Each		
2009	Maintenance Work for the TMP Car wash facility IAW Performance Work Statement (PWS), at Hohenfels. Pricing Arrangement: Firm Fixed Price	2	Each		
2010	Repair Work for the TMP Car wash facility IAW Performance Work Statement (PWS), at Hohenfels. Pricing Arrangement: Labor Hour	40	Labor Hours		
2011	Material/spare parts for the TMP Car wash facility IAW Performance Work Statement (PWS), at Hohenfels. Pricing Arrangement: Time and Materials	1	Job		
	Additional Descriptive Data: Additional Information:				

	Estimated amount for parts needed for the performance of repair is 8,000.00 or $ 8,599.38. Offeror must use this amount as part of the proposal!				
2012	Arrival/Travel cost for on call services in between Routine Maintenance. Pricing Arrangement: Firm Fixed Price	8	Each		

Continuation of Description

Requirements

Maintenance and Repair Services for car wash facilities TB Graf, RB Vilseck and Hohenfels. Base year plus 2 option years. POP: 1 Aug 2026 - 31 May 2029

0001
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

0002
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

0003
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

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Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

1002
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

1003
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

1004
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

1005
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

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Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

1007
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

1008
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

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Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

1010
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

1011
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

1012
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

2001
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

2002
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

2003
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

2004
Product Service Code : J046

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2010
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

2011
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

2012
Product Service Code : J046
North American Industry Classification System (NAICS) : 811192

Continuation of Deliveries or Performance

0001	**Quantity** 1 Each **Address and POC** **Period of Performance** From 01 Aug 2026 To 31 Jul 2027
0002	**Quantity** 40 Labor Hours **Address and POC** **Period of Performance** From 01 Aug 2026 To 31 Jul 2027
0003	**Quantity** 1 Job **Address and POC** **Period of Performance** From 01 Aug 2026 To 31 Jul 2027
0004	**Quantity** 6 Each

	Address and POC **Period of Performance** From 01 Aug 2026 To 31 Jul 2027
0005	**Quantity** 1 Each **Address and POC** **Period of Performance** From 01 Aug 2026 To 31 Jul 2027
0006	**Quantity** 40 Labor Hours **Address and POC** **Period of Performance** From 01 Aug 2026 To 31 Jul 2027
0007	**Quantity** 1 Job **Address and POC**

	Period of Performance From 01 Aug 2026 To 31 Jul 2027
0008	**Quantity** 6 Each **Address and POC** **Period of Performance** From 01 Aug 2026 To 31 Jul 2027
0009	**Quantity** 2 Each **Address and POC** **Period of Performance** From 01 Aug 2026 To 31 Jul 2027
0010	**Quantity** 40 Labor Hours **Address and POC**

	Period of Performance From 01 Aug 2026 To 31 Jul 2027
0011	**Quantity** 1 Job **Address and POC** **Period of Performance** From 01 Aug 2026 To 31 Jul 2027
0012	**Quantity** 8 Each **Address and POC** **Period of Performance** From 01 Aug 2026 To 31 Jul 2027
1001	**Quantity** 1 Each **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance**

	From 01 Aug 2027 To 31 Jul 2028
1002	**Quantity** 40 Labor Hours **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2027 To 31 Jul 2028
1003	**Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2027 To 31 Jul 2028
1004	**Quantity** 6 Each **Address and POC** Service Performance Site DoDAAC: W907E7

	Period of Performance From 01 Aug 2027 To 31 Jul 2028
1005	**Quantity** 1 Each **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2027 To 31 Jul 2028
1006	**Quantity** 40 Labor Hours **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2027 To 31 Jul 2028
1007	**Quantity** 1 Job

	Address and POC Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2027 To 31 Jul 2028
1008	**Quantity** 6 Each **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2027 To 31 Jul 2028
1009	**Quantity** 2 Each **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2027 To 31 Jul 2028

1010	**Quantity** 40 Labor Hours **Address and POC** Service Performance Site DoDAAC: W907E7
1011	**Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2027 To 31 Jul 2028
1012	**Quantity** 8 Each **Address and POC** Service Performance Site DoDAAC: W907E7
2001	**Quantity** 1 Each **Address and POC** Service Performance Site DoDAAC: W907E7

	Period of Performance From 01 Aug 2028 To 31 Jul 2029
2002	**Quantity** 40 Labor Hours **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2028 To 31 Jul 2029
2003	**Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2028 To 31 Jul 2029
2004	**Quantity** 6 Each

	Address and POC Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2028 To 31 Jul 2029
2005	**Quantity** 1 Each **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2028 To 31 Jul 2029
2006	**Quantity** 40 Labor Hours **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2028 To 31 Jul 2029

2007	**Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2028 To 31 Jul 2029
2008	**Quantity** 6 Each **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2028 To 31 Jul 2029
2009	**Quantity** 2 Each **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2028

	To 31 Jul 2029
2010	**Quantity** 40 Labor Hours **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2028 To 31 Jul 2029
2011	**Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W907E7 **Period of Performance** From 01 Aug 2028 To 31 Jul 2029
2012	**Quantity** 8 Each **Address and POC** Service Performance Site DoDAAC: W907E7

	Period of Performance From 01 Aug 2028 To 31 Jul 2029

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02		

52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2023-01		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7056	Prohibition Regarding Business Operations with the Maduro	2023-01		

	Regime.	
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.246-7008	Sources of Electronic Parts.	2023-01
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Alternate I) (Tailored)	2026-02	Alternate I	2026-02

Alternate I (Feb 2026) (Deviation 2026-O0038). When contemplating a time-and-materials or labor-hour contract, substitute the following paragraphs (a), (b), (i), (l), and (m) for those in the basic clause.

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

Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

(3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

Materials means-

(1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(4) The following subcontracts for services which are specifically excluded from the hourly rate: ____*[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

(5) Indirect costs specifically provided for in this clause.

Subcontract means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) *Inspection/Acceptance*.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ____*[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (b)(4) and (5) of this clause, the Government may, at any time, require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(i) *Payments*.

(1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other direct costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: ____[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'".]

(*2) Indirect costs (material handling, subcontract administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:____[Insert a fixed amount for the indirect costs and

payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) *Total cost*. The total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government will pay any such increases within 30 days, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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, and then at the rate applicable for each six-month period as established 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) The Contracting Officer will issue a final decision if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(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.

(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 part 32 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *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.

(9) 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.

(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 under this contract 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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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 written 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. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, 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.

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		

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)

252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States. (Tailored)	2015-06

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) *Definition*. " United States ," as used in this clause, means, the 50 States, the District of Columbia , and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone (703) 693-9832.

(End of clause)

252.232-7006 Wide Area WorkFlow Payment Instructions. (Tailored) 2023-01

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items--

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

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

[**XX**] Invoice as 2 in 1 **(Services)**

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0672
Issue By DoDAAC	W912PB
Admin DoDAAC	W912PB
Service Acceptor DoDAAC	W907E7

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

The Contractor shall enter the e mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Acceptor: To be added at time of award

Contract Specialist: Jasmina Kendrick; jasmina.kendrick.ln@army.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.225-14	Inconsistency between English Version and Translation of Contract.	2000-02		
52.228-3	Workers' Compensation Insurance (Defense Base Act).	2014-07		
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas.	1984-04		
52.232-37	Multiple Payment Arrangements.	1999-05		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		
52.245-1	Government Property.	2021-09		
52.245-9	Use and Charges.	2012-04		
52.246-6	Inspection-Time-and-Material	2001-05		

and Labor-Hour.

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	2023-01		
252.222-7002	Compliance with Local Labor Laws (Overseas).	1997-06		
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.	2025-08		
252.225-7041	Correspondence in English.	1997-06		
252.225-7048	Export-Controlled Items.	2013-06		
252.232-7008	Assignment of Claims (Overseas).	1997-06		
252.233-7001	Choice of Law (Overseas).	1997-06		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.242-7006	Accounting System Administration.	2025-01		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-18	Ordering. (Tailored)	2020-08		

Ordering (Aug 2020)

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

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19	Order Limitations. (Tailored)	1995-10

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than

150.00 / $161.24, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 2200.00 / $2,364.83;

(2) Any order for a combination of items in excess of 4400.00 / $4,729.66; or

(3) A series of orders from the same ordering office within 240 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 calendar day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.217-8	Option to Extend Services. (Tailored)	1999-11

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration of the contract.

(End of clause)

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

Contract. (Tailored)

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 no less than 15 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar 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 36 months.

(End of clause)

52.246-11	Higher-Level Contract Quality Requirement. (Tailored)	2014-12

Higher-Level Contract Quality Requirement (Dec 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ISO 9001: Standardizes service quality and ensures consistent service across locations and staff.

ISO 14001: Focuses on environmental responsibility, managing water usage, and chemical discharge.

ISO 45001: Enhances workplace safety and reduces workplace accidents.

ISO 50001: Supports systematic reduction of energy and water usage, improving cost efficiency.

IDA Certified Detailer: Evaluates technical knowledge and proficiency in detailing

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/content/regulations

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		

CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.217-7027 Contract Definitization. 2023-05

CONTRACT DEFINITIZATION (MAY 2023)

(a) A ____ [insert specific type of contract action] is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include-

(1) All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action;

(2) All clauses required by law on the date of execution of the definitive contract action; and

(3) Any other mutually agreeable clauses, terms, and conditions.

(b) The Contractor agrees to submit a ____ [insert type of proposal; e.g., fixed-price or cost-and-fee] proposal and certified cost or pricing data supporting its proposal. Notwithstanding FAR 52.216-26, Payments of Allowable Costs Before Definitization, failure to meet the qualifying proposal date in the contract definitization schedule could result in the Contracting Officer withholding an amount up to 5 percent of all subsequent requests for financing until the Contracting Officer determines that a proposal is qualifying.

(c) The schedule for definitizing this contract action is as follows [insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data]:

_____
_____
_____

(d) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (c) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR subpart 15.4 and part 31, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (e);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (d)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(e) The definitive contract resulting from this undefinitized contract action will include a negotiated ____ [insert "cost/price ceiling" or "firm-fixed price"] in no event to exceed ____ [insert the not-to-exceed amount].

(End of clause)

252.229-7001 Tax Relief. (Alternate I) (Tailored) 2020-04 Alternate I 2020-04

Alternate I. As prescribed in 229.402-70(a) and (a)(2), use the following clause, which adds a paragraph (d) not included in the basic clause:

TAX RELIEF-ALTERNATE I (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____ * RATE (PERCENTAGE): _____ (%) *

* (Offeror Insert)

There is a new way to submit VAT Forms through WAWF!

DFAS Europe has transitioned the Value Added Tax (VAT) form to a fully electronic process using myInvoice. This change will allow all vendors the ability to download completed VAT forms immediately for any paid invoice. Paper VAT forms will no longer be accepted

A new tutorial on YouTube is demonstrating how to retrieve your completed electronic VAT. This video has both English and German captions, which can be accessed by turning on the video captions (click the three dots in the corner of the video, then select "Captions" and pick the appropriate language). The video tutorial is located here: https://www.youtube.com/watch?v=6XCjhhakvUU

All vendors will first need to register for Wide-Area Workflow (WAWF) via the Procurement Integrated Enterprise Environment (PIEE). The user role will be Vendor or Vendor (View Only). Once you have an active role in WAWF, you will also have access to myInvoice. Please use the below links for assistance in registering and using these systems.

Vendor Registration in PIEE: https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview/vendorRegister.xhtml

Getting Started in myInvoice (Online Training): https://pieetraining.eb.mil/wbt/xhtml/wbt/minv/index.xhtml

MyInvoice Payment Status eTutorial in YouTube:

German Language: https://www.youtube.com/watch?v=wUfCFtFZepU

English Language: https://www.youtube.com/watch?v=sbYi85oRH5o

If you have any questions on this new process or need assistance, please contact DFAS by phone or email: Commercial 0631 411 6523 / DSN 314-483-6523 dfas.rheinland-pfalz.jht.mbx.dgk-customerservice@mail.mil

GERMAN:

DFAS Europe stellt den Prozess fur Abwicklungsscheine mit myInvoice auf voll elektronisch um. Diese Anderung ermoglicht es allen Firmen / Unternehmen, ausgefullte Abwicklungsscheine fur jede bezahlte Rechnung sofort herunterzuladen.

Abwicklungsscheine in Papierform werden nicht mehr akzeptiert.

DFAS hat auf YouTube ein neues Tutorial erstellt, das zeigt, wie Sie Ihre ausgefullten elektronischen Abwicklungsscheine abrufen konnen. Dieses Video enthalt sowohl englische als auch deutsche Untertitel, auf die Sie zugreifen konnen, indem Sie die Videotitel aktivieren (klicken Sie auf die drei Punkte in der Ecke des Videos, wahlen Sie dann Untertitel" und wahlen Sie die entsprechende Sprache aus). Das Video-Tutorial finden Sie hier: https://www.youtube.com/watch?v=6XCjhhakvUU

Alle Firmen / Unternehmen mussen sich zunachst uber die Procurement Integrated Enterprise Environment (PIEE) fur den Wide-Area Workflow (WAWF) registrieren. Die Benutzerrolle ist Anbieter (vendor) oder Anbieter (vendor/ nur Ansicht/View Only). Sobald Sie eine aktive Rolle in WAWF haben, haben Sie auch Zugriff auf myInvoice. Bitte verwenden Sie die folgenden Links, um Hilfe bei der Registrierung und Verwendung dieser Systeme zu erhalten.

Firmen Registrierung in PIEE: https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview/vendorRegister.xhtml

Erste Schritte in myInvoice (Online-Training): https://pieetraining.eb.mil/wbt/xhtml/wbt/minv/index.xhtml

MyInvoice Zahlungsstatus eTutorial in YouTube:

Auf Deutsch: https://www.youtube.com/watch?v=wUfCFtFZepU

Auf Englisch: https://www.youtube.com/watch?v=sbYi85oRH5o

Wenn Sie Fragen zu diesem neuen Prozess haben oder Hilfe benotigen, kontaktieren Sie uns bitte per Telefon oder E-Mail: Commercial 0631 411 6523 / DSN 314-483-6523 dfas.rheinland-pfalz.jht.mbx.dgk-customerservice@mail.mil

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Attachment I - Performance Work Statement (PWS)

*** END OF NARRATIVE ***

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.215-7007	Notice of Intent to Resolicit.	2012-06		
252.225-7055	Representation Regarding Business Operations with the	2022-05		

	Maduro Regime.	
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

DFARS Provisions Incorporated by Full Text

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

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

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

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

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

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

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

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

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services

to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

(End of provision)

252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03

NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023)

(a) Definitions. As used in this provision-

"Item risk" means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

"Price risk" means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

"Supplier risk" means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at https://piee.eb.mil/, will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.

(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at https://www.sprs.csd.disa.mil/reference.htm. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf.

(e) The Contracting Officer may consider any other available and relevant information when

evaluating a quotation or an offer.

(End of provision)

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

FAR 52.212-1 (Deviation) is hereby amended to reflect the changes shown below as to the specific paragraph being revised.

Paragraph (a) - Submission of offers

NOTE: The date and time stated in the solicitation shall govern over any other systems to which it might be written (i.e., SAM). Proposals will NOT be picked up by RCO personnel at the Gate.

Offerors are encouraged to submit proposals via email. FAX submission is NOT possible.

Courtesy Translation:

Anbieter sind verantwortlich, Angebote vor dem angegebenen Zeitpunkt zu diesem Buero zu bringen.

FAX Uebermittlung ist NICHT moeglich.

E-Mail Submissions shall be sent to all email addresses listed below:

Contract Specialist: Jasmina Kendrick; jasmina.kendrick.ln@army.mil

RCO Bavaria Mailbox: usarmy.rheinland-pfalz.409-contr-spt-bde.mbx.rco-bavaria-solicit@army.mil

SUBJECT of e-mail shall be "Submission of Offer W912PB-26-Q-A058"

NOTE:

(1) The size restriction for attachments to emails on the US Government server is 10 MB.

(2) Failure to submit to all email addresses may result to your offer not being considered for award.

(3) Mailed (paper) offers are not preferred, however, might be also accepted.

(4) Proposals should be submitted in English and sent in PDF format via email.

All questions regarding to this solicitation shall be submitted in writing via email to all email addresses listed above.

The Government requests that questions shall be requested no later than

5 (five) working days after the issuance of the solicitation to allow the Government sufficient time to respond prior to the closing date.

If applicable, please identify the PWS paragraph number as reference to questions. Answers to questions will be posted to SAM website at https://www.SAM.gov at Contract Opportunities

under the solicitation number. It is the offerors' responsibility to monitor the web site for posting of amendments, answers to questions, and other instructions, if any.

INSTRUCTIONS FOR WRITTEN SUBMITTALS

This requirement is being conducted using Simplified Acquisition Procedures in accordance with FAR 12. The Government will award a single contract on a Lowest Price Technically Acceptable (LPTA) basis pursuant to the award evaluation criteria stated in FAR provision 52.212-2 (Deviation). The Government intends to award a contract without discussions. Therefore, offerors are cautioned to examine this solicitation in its entirety and to ensure that their proposal contains all necessary information, provides all required documentation, and is complete in all respects. Per FAR provision 52.212-1(d), the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions, if determined necessary by the Contracting Officer.

Format and Content: Failure to submit the information requested below may result in the offeror's proposal will be considered non-compliant.

Each proposal shall contain:

PRE-AWARD COMPLIANCE

The following must be provided/completed with the proposal:

1. SAM Registration (SAM.gov)

2. Completed SF1449, blocks 12, 17a (to include the CAGE Code), 30a, 30b, and 30c with Signature to include Acknowledgment of all Amendments to the solicitation (if any amendments are issued).

3. Signed Amendments (if applicable)

4. CLIN Price Schedule

5. Data as required in FAR Provision 52.212-2 and the Addenda of Provisions 52.212-1 and 52.212-2. (Factors 1., 2. and 3. - Technical and Price, all Factors (including all Sub-Factors)).

6. Completed FAR provision 52.209-7 "Information regarding Responsibility Matters"

7. Completed FAR Provision 52,212-3 ALT 1 "Offeror Representations and Certifications - Commercial Items ". ***(The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM). If the offeror has not completed the annual representations and certifications electronically in SAM, then it is required to complete paragraphs (c) through (v) of this provision.)***

8. Completed DFARS provisions 252.204-7016 "Covered Defense Telecommunications Equipment or Services" and 252.204-7017 "Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services - Representation"

9. Completed DFARS clause 252.229-7001 (ALT I) Tax Relief Alternate I (for Germany only)

The completion and submission to the Government of the above items will constitute the proposal. The proposal shall communicate the offeror's unconditional assent to the terms and conditions in this solicitation, including any attachments and documents incorporated by reference. The offeror's failure or refusal to agree to any of the terms and conditions of this solicitation or the offeror's imposition of additional conditions or any material omission in its proposal may constitute a deficiency which will make the proposal unacceptable to the Government. The Government reserves the right to permit Offerors to revise their proposal if the Government thinks it is in its interest to do so.

This request does not commit the Government to pay any costs incurred in the preparation and submission of your proposal or in making any necessary studies for the preparation thereof, or for any visit the Contracting Officer may request for the purpose of clarification of the proposal or for

preparation on negotiations. The Government will review all proposals for compliance, any proposal that fails to provide technical evaluation submissions will be considered non-compliant. As such, the Government will not consider the proposal for evaluation or consideration for award.

FACTOR 1 - TECHNICAL

The PWS describes the services that will be acquired through this solicitation. The technical volume shall consist of:

a. **Subfactor A - Certification:**

To be acceptable, the offeror must provide a valid certification for ISO 9001. The certificate must be provided to the Contracting Officer with the contractor's proposal.

b. **Subfactor B - Subcontracting Information**:

(1) A statement that all work performed under the contract shall be performed exclusively by the offeror, or (2) A list of proposed subcontractors, joint ventures, or other business partners that will provide work under the contract. The list must contain contact information for each company and explain what work each party will perform under the contract. In addition, the offeror must provide a letter of intent from each party on the list demonstrating intent to subcontract, partner or otherwise work with the offeror in the performance of the contract. The letter must be written on that party's letterhead and signed by an authorized representative.

Unacceptable: An offer will be unacceptable if neither information as required above for Subfactor C is provided.

Please note: The Government reserves the right to contact proposed subcontractors to verify letters of intent.

FACTOR 2 - SUPPLIER PERFORMANCE RISK (SRPS)

The offeror shall submit their Commercial Government Entity (CAGE) code in Block 17 of the SF 1449.

The Government will consider Risk in accordance with the provision at DFARS 252.204-7024, Notice of the Use of the Supplier Performance Risk System (SRPS). The Government will consider Supplier Risk as described in the provision. The Government will NOT consider Item Risk and Price Risk as described in provision. For purposes of this Risk assessment, the Government will only consider information contained in the SPRS. Any questions or concerns the offeror has concerning its SPRS risk assessment should be addressed as described in paragraph (d) of the provision.

Not having any records in SPRS will not cause an offeror to be ineligible for award.

See https://www.sprs.csd.disa.mil/reference.htm for an explanation of the color score.

RATING DESCRIPTION:

The rating will be based on an "Acceptable or Unacceptable" basis. The following definitions will be used to assign the rating:

Acceptable: Offeror has a Supplier Risk Score of Green, Purple, Blue, or Black.

Unacceptable: Offeror has a Supplier Risk Score of Yellow, Red, or Grey.

FACTOR 3 - PRICE

Offerors shall complete and submit the "Schedule of Supplies/Services" for contract line items, except those, where the Government will include prices. ELIN price schedules, when included in this solicitation shall be completed as well.

Offerors shall enter the total price in U.S. Dollars ($) or any other European Country Currency, i.e. Euros () for each line item. Proposals shall be provided with only 2-digits after the decimal point. Prices provided shall be fully loaded, inclusive of all fees, overheads, G&A, insurance, profits, or any other markups. Complete pricing for each CLIN or Sub-CLIN as required without taxes and duties for which the U.S. Government is exempt and including all shipping charges, FOB Destination to Germany. Failure to do so may be a cause for the proposal to not be considered for award.

In the event there is a difference between a unit price and the total amount, the unit price will be held to be the intended proposal and the total of the CLIN and ELIN will be recomputed accordingly. The CLIN will also be recomputed to take into account the change in the contract ELINs. If the offeror provides a total amount for an ELIN, but fails to enter the unit price, the total amount divided by the ELIN quantity will be held to be the intended unit price. In the event there is a discrepancy between the ELIN pricing and the CLIN price (SF 1449), the ELIN will be held to be the intended proposal.

US Companies are encouraged to provide **US Dollar proposals only** as otherwise serious payment problems may occur.

Paragraph (b) - Period for Acceptance of Proposals is changed to read:

The offeror agrees to hold the prices in its proposal firm for 90 calendar days from the date specified for receipt of proposals.

Paragraph (c) *Late submissions, modifications, revisions, and withdrawals of offers.*

Paragraph (c)(1) of this provision is amended to read: Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation (See Blocks 8 & 9 on page 1). "Local Time" means Central European Time (or Central European Summer Time, as appropriate).

Paragraph (h) - Multiple awards: Only one contract award will be made.

Paragraph (i) - Availability of Requirements document cited does not apply to this solicitation.

AVAILABILITY OF FUNDS

Funds are NOT presently available for this acquisition. No contract award will be made until appropriated funds are made available.

REQUEST FOR SITE VISIT

Prospective contractors should visit the site to ascertain pertinent local conditions as prescribed by FAR clause 52.237-1 "SITE VISIT".

Site visits shall be requested by calling/writing to the contract specialist denominated in the face page of this solicitation.

Addendum to Clause 52.212-4 - Alternate I:

DELIVERY REQUIREMENTS

The Government requires services to commence within 3 days after issuance of a Task order. Performance Periods will be established on each Order issued under this contract.

TASK ORDER PROCEDURES

a. Any Contracting Officer, assigned to Regional Contracting Office Bavaria, is authorized to issue /Task Orders under this contract. Written orders are considered "issued" for purposes of this contract, at the time the Government deposits the order in the (e)-mail.

b. The quantities listed in this contract are estimated only, and are provided for general information, and shall not constitute a basis for a claim of price increase during performance of this contract.

c. In accordance with FAR Clause 52.216-21, "REQUIREMENTS" (or 52.216-22, "INDEFINITE QUANTITY" as applicable) and FAR Clause 52.216-18 "ORDERING," paragraph (a), if the government issues a Task Order that requires performance past the end of the effective period of

the contract, the pricing in effect at the end of the last effective ordering period will govern the entire Task Order.

e. Task Orders will not exceed 12 Months.

Addendum to block 18a "Payment will be made by" of Standard Form 1449:

NOTE TO CONTRACTORS:

Contractors are required to submit their invoices through Wide Area Workflow (WAWF)

Payment inquiries can be submitted to dfas.rheinland-pfalz.jht.mbx.dgk-vendorpay@mail.mil

Payment status can be viewed within WAWF (PIEE).

Addendum to block 18b of Standard Form 1449:

Invoices must be submitted to the address shown in block 15 of Standard Form 1449.

INVOICING PROCEDURES FOR MANUAL PAYMENT METHOD (NON WAWF)

NOTE TO RECEIVING ACTIVITY

Date stamping the invoice: (Help DFAS to save excess Interest Charges)

1. Perforated stamping machines are preferred since the perforated date and location will penetrate all documents included in a hardcopy request for payment. Rubber stamps for hand stamping can also be used. Because of the large volume of invoices, handwriting the date received/activity name should be avoided and done in emergency situations.

2. To strengthen the internal control requirements, you must be able to distinguish each office that stamped the invoice since an invoice can have multiple date stamps, i.e., receiving activity, billing official, mail room, vendor pay office, etc. Effective March 1, 2001, all invoice-receiving activities must include the agency/activity name identification within the date stamp placed on the invoice regardless of the type of stamp device used. The address of the activity is

not required. All date stamps used on invoice, including the stamp used by the VPDCB, must include the following: the month, day, and 4-digit calendar year; and the agency/activity name identification.

3. Should an invoice be re-submitted, the work "CORRECTION" must be annotated at the top of the document. Otherwise, the invoice will be RTVed (rejected) because the pay station will consider it to be a duplicate of the first invoice submitted.

FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

- Bank Name:

- Bank Identification Code (BIC):

- International Bank Account Number (IBAN):

5152.233-4002 AMC-LEVEL PROTEST PROGRAM (June 2016)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 45 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

Protest to HQAMC shall be filed at:

Headquarters U.S. Army Materiel Command

Office of Command Counsel-Deputy Command Counsel

4400 Martin Road

Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840 or e-mail: usarmy.redstone.usamc.mbx.protests@army.mil

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command

Office of Command Counsel-Deputy Command Counsel

4400 Martin Road

Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

The AMC-level protest procedures are found at:

https://www.amc.army.mil/Connect/Legal-Resources/

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

*** END OF NARRATIVE ***

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

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

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

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

1. TECHNICAL

SubFactor A: Offeror's certification

Subfactor B: Subcontracting

2. SPRS

3. Price

The Technical rating will be based on an "Acceptable" / "Unacceptable" basis.

FACTOR 1 - TECHNICAL:

SubFactor A: Offeror's certification

Acceptable: An offer will be acceptable if it provides:

A certification indicating the Contractor or sub-contractor is certified according to DIN ISO 9001.

The certification must be provided to the Contracting Officer with the contractor's quote.

Unacceptable: An offer will be unacceptable if it does not include:

A certification indicating the Contractor or sub-contractor is certified according to DIN ISO 9001.

The certification must be provided to the Contracting Officer with the contractor's quote.

Subfactor B: Subcontracting

In order to be deemed acceptable, the offeror shall provide with its offer either:

(1) A statement that all work performed under the contract shall be performed exclusively by the

offeror, or

(2) A list of proposed subcontractors, joint ventures, or other business partners that will provide work under the contract. The list must contain contact information for each company and

explain what work each party will perform under the contract. In addition, the offeror must provide a letter of intent from each party on the list demonstrating intent to subcontract, partner

or otherwise work with the offeror in the performance of the contract. The letter must be written on that party's letterhead and signed by an authorized representative.

Please note: The Government reserves the right to contact proposed subcontractors to verify letters of intent. In addition, as part of the government's responsibility determination,

the government reserves the right to require the submission of additional information that demonstrates the offeror' stability to successfully perform the contract.

Acceptable: The offeror provides documentation for para. 1 or 2 for Subfactor B.

Unacceptable: The offeror fails to provide documentation for para. 1 or 2 for Subfactor B.

FACTOR 2 - SPRS:

The offeror shall submit their Commercial Government Entity (CAGE) code in Block 17 of the SF 1449. The Government will consider Risk in accordance with the provision at DFARS 252.204-7024,

Notice of the Use of the Supplier Performance Risk System (SRPS). The Government will consider Supplier Risk as described in the provision. The Government will NOT consider Item Risk and Price Risk as described in provision. For purposes of this Risk assessment, the Government will only consider information contained in the SPRS. Any questions or concerns the offeror has concerning its SPRS risk assessment should be addressed as described in

paragraph (d) of the provision. Not having any records in SPRS will not cause an offeror to be ineligible for award. See https://www.sprs.csd.disa.mil/reference.htm for an explanation of the color score.

Acceptable: Offeror has a Supplier Risk Score of Green, Purple, Blue, or Black.

Unacceptable: Offeror has a Supplier Risk Score of Yellow, Red, or Grey.

FACTOR 3 - Price:

a. The total evaluated price shall be the sum of all CLIN prices listed in the schedule for the base year and all option years.

b. Currency: Offers submitted in response to this solicitation shall be in terms of local currency or U.S. Dollars. If the Government receives offers in more than one currency, the Government

shall use the daily exchange rate of the solicitation closing date to convert local currency offers into U.S. Dollar for evaluation purposes. Evaluation of foreign currency offers will be in

accordance with FAR clause 52.225-17. All supporting documentation shall reflect the same currency established in the price proposal If all offers are received in the local currency, the

local currency proposed, and the Government budget rate will be utilized for evaluation purposes.

c. Each offeror's proposed price will be evaluated to determine whether it is fair and reasonable as per FAR 12.204. The Government WILL NOT evaluate the realism of offered prices.

Normally, adequate price competition establishes a fair and reasonable price.

PRICE: The total evaluated price shall be the sum of all CLIN prices listed in the schedule of

SF1449.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The Government will evaluate for unbalanced pricing as part of the fair and reasonable assessment. Evaluation of options shall not obligate the Government to exercise the option(s). As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the Offeror's final option period price to the Offeror's total price. Therefore, the Offeror's TEP will include the prices for the base period and each option period, plus one-half of the final option period's price. If, however, the option to extend services is used prior to the end of the last option period, the option to extend services will be exercised at the rate proposed for the option period which the extension is used within.

(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)

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.214-34	Submission of Offers in the English Language.	1991-04		
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements-Commercial Acquisition.	2021-11		
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan. (Deviation 2026-O0038)	2026-02		
52.237-1	Site Visit.	1984-04		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

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

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

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

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

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

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(End of provision)

52.225-17	Evaluation of Foreign Currency Offers. (Tailored)	2000-02

Evaluation of Foreign Currency Offers (Feb 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the daily exchange rate located at

www.XE.com website, in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures-

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference. (Tailored)	1998-02

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):

https://www.acquisition.gov/content/regulations

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements.	2025-11

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

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

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: ____ [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

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

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

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

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

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

(End of provision)

252.237-7024	Notice of Continuation of Essential Contractor Services.	2010-10

NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. "Essential contractor service"and "mission-essential functions" have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment ____, Mission Essential Contractor Services, dated ____, during periods of crisis. The offeror shall-

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum-

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)