SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			HC108426R0012	08-Jul-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	ANGELA K. ZANG	667-890-0997	08:00 AM 17 Jul 2026

9. ISSUED BY CODE HC1084

DISA/DITCO-SCOTT-PS84
2300 EAST DRIVE
SCOTT AFB IL 62225

TEL:
FAX:

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

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

NAICS: 541519

SIZE STANDARD: $34,000,000

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE HC1047

DISA J9 HOSTING & COMPUTE
6910 COOPER AVENUE
FT. MEADE MD 20755
JAMES CRAFT
TEL: 6678906828 FAX:

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

TEL:
EMAIL:

31c. DATE SIGNED

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		
	Forward Enterprise On Premise Deployment FFP Forward Enterprise On Premise Deployment ELA 1 Year Subscription - This ELA is for use within DISA managed and/or owned devices regardless of classification. Unlimited device count of Layer 2-4 Devices. FOB: Destination MFR PART NR: FN-ENTP-ELA-1Y PSC CD: DA10				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		2	Each		
	Resident Engineer Support FFP Resident Engineer Support - One Year - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value. (DD254 Required). The contractor shall provide service IAW PWS Tasks 6.1 - 6.6. See Exhibit A, CDRLs. FOB: Destination MFR PART NR: FN-RES-ENG-1Y-NC PSC CD: DA10				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION		8	Each		

Resident Engineer - One Year
FFP
Optional Resident Engineer Support - One Year - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value.

FOB: Destination
MFR PART NR: FN-RES-ENG-1Y
PSC CD: DA10

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION		2	Each		

Resident Engineer - 6 months
FFP
Optional Resident Engineer Support - 6 Months - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value.

FOB: Destination
MFR PART NR: FN-RES-ENG-6M
PSC CD: DA10

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Professional Services - Per Week FFP *Optional* Professional Services - Per Week Rate - 6 Months - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value. FOB: Destination MFR PART NR: FN-PS-1W PSC CD: DA10	2	Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Forward Enterprise On Premise Deployment FFP Forward Enterprise On Premise Deployment ELA 1 Year Subscription - This ELA is for use within DISA managed and/or owned devices regardless of classification. Unlimited device count of Layer 2-4 Devices. FOB: Destination MFR PART NR: FN-ENTP-ELA-1Y PSC CD: DA10	1	Lot		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Resident Engineer Support FFP Resident Engineer Support - One Year - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value. (DD254 Required). The contractor shall provide service IAW PWS Tasks 6.1 - 6.6. See Exhibit A, CDRLs. FOB: Destination MFR PART NR: FN-RES-ENG-1Y-NC PSC CD: DA10	2	Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Resident Engineer - One Year FFP *Optional* Resident Engineer Support - One Year - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value. FOB: Destination MFR PART NR: FN-RES-ENG-1Y PSC CD: DA10	8	Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Resident Engineer - 6 months FFP *Optional* Resident Engineer Support - 6 Months - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value. FOB: Destination MFR PART NR: FN-RES-ENG-6M PSC CD: DA10	2	Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Professional Services - Per Week FFP *Optional* Professional Services - Per Week Rate - 6 Months - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value. FOB: Destination MFR PART NR: FN-PS-1W PSC CD: DA10	2	Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION		1	Lot		
	Forward Enterprise On Premise Deployment FFP Forward Enterprise On Premise Deployment ELA 1 Year Subscription - This ELA is for use within DISA managed and/or owned devices regardless of classification. Unlimited device count of Layer 2-4 Devices. FOB: Destination MFR PART NR: FN-ENTP-ELA-1Y PSC CD: DA10				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION		2	Each		
	Resident Engineer Support FFP Resident Engineer Support - One Year - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value. (DD254 Required). The contractor shall provide service IAW PWS Tasks 6.1 - 6.6. See Exhibit A, CDRLs. FOB: Destination MFR PART NR: FN-RES-ENG-1Y-NC PSC CD: DA10				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Resident Engineer - One Year FFP *Optional* Resident Engineer Support - One Year - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value. FOB: Destination MFR PART NR: FN-RES-ENG-1Y PSC CD: DA10	8	Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Resident Engineer - 6 months FFP *Optional* Resident Engineer Support - 6 Months - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value. FOB: Destination MFR PART NR: FN-RES-ENG-6M PSC CD: DA10	2	Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION		2	Each		

Professional Services - Per Week
FFP
Optional Professional Services - Per Week Rate - 6 Months - Installs, configures and maintains Forward Networks software. Provides training, guidance and drives platform adoption to ensure long-term operational value.

FOB: Destination
MFR PART NR: FN-PS-1W
PSC CD: DA10

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9999 OPTION			Lot		

Surge
COST
The Government may require surge support during the base or any option period, and surge modification will be in-scope to provide increased support for the defined task areas of the PWS. Surge support is OPTIONAL and is not guaranteed. Surge is Not to Exceed 10% of the contract.
FOB: Destination
PSC CD: DA10

ESTIMATED COST

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government

1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
9999	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-AUG-2026 TO 31-JUL-2027	N/A	DISA J9 HOSTING & COMPUTE 6910 COOPER AVENUE FT. MEADE MD 20755 JAMES CRAFT 6678906828 FOB: Destination	HC1047
0002	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
0003	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
0004	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
0005	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1001	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1002	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1003	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1004	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1005	POP 01-AUG-2027 TO 31-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047

2001	POP 01-AUG-2028 TO 31-JUL-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2002	POP 01-AUG-2028 TO 31-JUL-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2003	POP 01-AUG-2028 TO 31-JUL-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2004	POP 01-AUG-2028 TO 31-JUL-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2005	POP 01-AUG-2028 TO 31-JUL-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
9999	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-14	Display of Hotline Poster(s)	NOV 2021
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management-Registration	FEB 2026
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management-Maintenance	FEB 2026
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	FEB 2026
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2026
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	FEB 2026
52.212-4	Terms and Conditions--Commercial Products and Commercial Services	FEB 2026
52.216-4	Economic Price Adjustment-Labor and Material	JAN 2017
52.219-8	Utilization of Small Business Concerns	FEB 2026
52.219-9	Small Business Subcontracting Plan	FEB 2026

52.219-16	Liquidated Damages-Subcontracting Plan	FEB 2026
52.219-28	Postaward Small Business Program Rerepresentation	FEB 2026
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2026
52.222-35	Equal Opportunity for Veterans	FEB 2026
52.222-36	Equal Opportunity for Workers with Disabilities	FEB 2026
52.222-37	Employment Reports on Veterans	FEB 2026
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-23	Sustainable Products.	FEB 2026
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-14	Rights in Data--General	MAY 2014
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.243-1	Changes--Fixed Price	FEB 2026
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7004	Display of Hotline Posters	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7024	Notice on the Use of the Supplier Performance Risk System	MAR 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	OCT 2024

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American and Balance of Payments Program	FEB 2024
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	MAY 2024
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Representation	JUN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JUN 2023
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations	JAN 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7010	Cloud Computing Services	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.245-7003	Contractor Property Management System Administration	JAN 2025
252.245-7005	Management and Reporting of Government Property	JAN 2024
252.247-7023	Transportation of Supplies by Sea	OCT 2024

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it (___) is a women-owned business concern.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (FEB 2026)

(a) Definitions. As used in this clause—

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It [___] is, [___] is not an inverted domestic corporation; and

(2) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).
(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2026)

(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)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

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

(End of provision)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)

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

See attached addendum to FAR 52.212-2

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (FEB 2026)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.
(End of provision)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 three years.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2026)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541591.

(2) The small business size standard is $34,000,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

(1) The offeror represents as part of its offer that—

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

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

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

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

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

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

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

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

__Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026)

(a) Definitions. As used in this contract—

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) and the System for Award Management (SAM).

Service-disabled veteran-owned small business (SDVOSB) concern means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business (SDB) concern means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business (VOSB) concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women;

(2) Whose management and daily business operations are controlled by one or more women; and

(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR 127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c)(1) A joint venture qualifies as a small business concern if—
(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)(1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

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

(i) Is registered in SAM; and

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

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

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

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at https://search.certifications.sba.gov/.

(End of clause)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2025)

(a) The term “commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled “Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that--

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds $700,000.

(c) The certification shall state that--

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either--

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/browse/index/far
https://www.acquisition.gov/dfars
https://www.acq.osd.mil/dpap/dars/class_deviations.html
https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html
https://www.acquisition.gov/far-overhaul (Reference for all deviations dated 1 FEB 2026)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause-
Controlled unclassified information means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).
Current means--
(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status--
(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with--
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and
(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and
(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with--
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and
(B) A corresponding affirmation of continuous compliance by an affirming official;
(2) With regard to Final CMMC Status--
(i) Not older than 1 year for Final Level 1 (Self), with--
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and
(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;
(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with--
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and
(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with--
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and
(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and
(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.
Cybersecurity Maturity Model Certification (CMMC) status means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:
(1) Final Level 1 (Self).
(2) Conditional Level 2 (Self).
(3) Final Level 2 (Self).
(4) Conditional Level 2 (C3PAO).
(5) Final Level 2 (C3PAO).
(6) Conditional Level 3 (DIBCAC).
(7) Final Level 3 (DIBCAC).
Cybersecurity Maturity Model Certification unique identifier (CMMC UID) means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.
Federal contract information (FCI) means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.
Plan of action and milestones means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).
(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).
(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.
(d) Requirements. The Contractor shall--
(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: CMMC Level 2 (Self) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and
(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;
(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;
(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;
(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and
(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.
(e) Reporting. The Contractor shall--
(1) Submit to the Contracting Officer--
(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;
(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and
(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.
(f) Subcontracts. The Contractor shall--
(1) Insert the substance of this clause, including this paragraph
(f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products and commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and
(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.
(End of clause)

252.204-7025 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 CMMC Level 2 (Self). 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)

252.232-7006 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.

Invoice 2in1

(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.

Invoice 2in1

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0810
Issue By DoDAAC	HC1084
Admin DoDAAC**	HC1084
Inspect By DoDAAC	____
Ship To Code	HC1047
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	HC1047
Service Acceptor (DoDAAC)	HC1047
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact. To be provided at award

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

Primary Acceptor	Alternate Acceptor
Name:	Name:
Office Code:	Office Code:
Email:	Email:

Phone Number:	Phone Number:

Not applicable.

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

(End of clause)

252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)

(a) Definition. Cloud computing, as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it--

___ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

G1 POINTS OF CONTACT (FEB 2025)

Communications with the Contractor will be conducted with the identified Point(s) of Contact (POC). Should a change in POC be required, the Contractor shall initiate this request through notification to the Contracting Officer.

Contracting Officer
Name: Angela K. Zang
Organization/Office Symbol: DISA/DITCO/PS8414
Phone No.: 667-890-0997
E-Mail Address: angela.k.zang.civ@mail.mil

Contract Specialist
Name: Melissa A. Weh

Organization/Office Symbol: DISA/DITCO/PS8414
Phone No.: 667-891-1281
E-Mail Address: melissa.a.weh.civ@mail.mil

COR/Mission Partner Point of Contact (**Note**: To be filled in upon contract award)
Name:
Organization/Office Symbol:
Phone No.:
E-Mail Address:

Property Administration
Organization/Office Symbol: Facilities and Logistics (J4), Industrial Property Branch
E-Mail Address: disa.meade.j4.mbx.industrial-property@mail.mil
Property Administrator Assignments: https://dod365.sharepoint-mil.us/sites/DISA-IndustrialProperty/SitePages/Industrial-Property-Contract-Links.aspx?csf=1&web=1&e=PhzJBs&CID=fc41f3d3-7613-4f80-a44b-6c9950d4d66e&OR=Teams-HL&CT=1727881510489&clickparams=eyJBcHBOYW1lIjoiVGVhbXMtRGVza3RvcCIsIkFwcFZlcnNpb24iOiI0OS8yNDA4MTcwMDQyNiIsIkhhc0ZlZGVyYXRlZFVzZXIiOmZhbHNlfQ%3D%3D

Contractor Point of Contact
Contractor Legal Business Name:
UEI:
CAGE CODE:
Contractor POC:
E-Mail Address:
Phone Number:
CPARS POC
CPARS E-mail Address:

(End of Text)

G2 LINE ITEM AND CONTRACT/ORDER CLOSEOUT (OCT 2021)

Dormant and/or excess funds consist of funds that are primarily in "expired" or "cancelled" status. Expired funds are no longer available for new obligations, but are available for upward adjustments and payments on prior obligations to include payments on contractor invoices. Cancelled funds are no longer available for upward adjustments to obligations or to pay contractor invoices.

Timely contract closeout of the entire contract/order and of completed individual contract line item number(s) (CLIN) and/or sub line item number(s) (SLIN) is a priority under this contract/order. As such, the Contractor shall submit a final invoice no later than ninety (90) calendar days after the expiration of this contract/order and/or at the expiration of any individual CLIN(s)/SLIN(s) that expire before the final expiration of the contract/order (i.e., end item(s) was scheduled to be delivered or the period of performance (base or option year) was completed), unless the Contractor requests and is granted a written extension by the Contracting Officer. In addition, and concurrent with the submission of the final invoice for a specific CLIN/SLIN or for the contract/order in its entirety, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from the CLIN/SLIN or contract/order so the deobligation of any excess funds can be completed as soon as possible.

After ninety (90) days from expiration of a CLIN/SLIN, end item delivery, or contract/order in its entirety, unless an extension had been requested and granted by the Contracting Officer in writing, a bilateral contract/order modification to deobligate excess funds and/or closeout the contract/order in its entirety will be forwarded to the Contractor by the Contracting Officer. The modification must be signed and returned to the Contracting Officer within thirty (30) calendar days of receipt . A Contractor's failure to respond and/or sign the bilateral modification

within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and/or closeout the contract/order.

For cost reimbursement CLINs/SLINs, contracting officers will use FAR 42.708, Quick-closeout procedures to the maximum extent possible after the contract/order is physically complete. Should the contract/order require audit/review (e.g., audits conducted by the Defense Contract Audit Agency), excess funds/balances from CLIN(s)/SLIN(s) that are not required to satisfy potential adjustments as a result of the review/audit will be removed from the CLIN(s)/SLIN(s) through a bilateral modification. The modification will be forwarded by the Contracting Officer and must be signed by the Contractor and returned within thirty (30) calendar days of receipt. A Contractor's failure to respond within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to remove the excess funds/balances on the associated CLINs/SLINs. If the Contractor disagrees with amount for deobligation they will notify the Contracting Officer promptly with the proposed amount and rationale for deobligation.

Communications with the Contractor will be conducted with the identified Point(s) of Contact (POC) identified in G1 of this contract/order. Should a change in POC be required, the Contractor shall immediately notify the Contracting Officer.

(End of Text)

G4 SUBMITTING CREDITS TO DISA – WAWF CONTRACTS (DEC 2023)

If the contractor owes DISA money, the following methods shall be used to process the credit. These are the only methods approved for processing credits; checks will not be accepted.

1. Include Credit in Current Invoice in Wide Area Work Flow (WAWF). The contractor may only use this method if the total invoice amount (current charges minus credit amount) is greater than $0.

2. Submit a Stand-alone Credit Invoice in WAWF. The contractor may only use this method if a future WAWF invoice(s) will be submitted, and the total of the future invoice(s) exceeds the credit amount. DISA will offset the payment of the future invoice(s) by the credit amount.

3. Zero Dollar Invoice in WAWF. The contractor may only use this method to move a previously paid amount on a CLIN/ACRN to a different CLIN/ACRN. The $0 invoice in WAWF shall include a credit to the incorrect CLIN/ACRN and a positive amount to the correct CLIN/ACRN. An alternative method to moving a previously paid amount on a CLIN/ACRN to a different CLIN/ACRN is to submit two invoices: one credit invoice for the incorrect CLIN/ACRN and one invoice for the correct CLIN/ACRN.

4. Pay.gov. The contractor may only use this method if none of the above credit methods are feasible. To submit a credit via Pay.gov, the contractor shall complete the form at https://www.pay.gov/public/form/start/999077677.

When submitting a credit line on an invoice in WAWF, the contractor shall ensure the 4-digit CLIN is listed in the Item Number field and the ACRN is listed in the ACRN field. Invoices referencing an infoSLIN or invoices missing an ACRN for every CLIN will be rejected.

(End of text)

H1 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (JAN 2020)

If the contractor or a subcontractor breaches any of the OCCI restrictions of the contract, to include any OCCI mitigation plan submitted with its offer, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of text)

H12 DISA'S CONTRACT TAKES PRECEDENCE OVER VENDOR'S STANDARD COMMERCIAL TERMS AND CONDITIONS (APR 2025)

This contract shall not include any terms inconsistent with Federal law. Accordingly, if this contract incorporates, references, or uses a vendor's commercial terms and conditions including those for a license, lease, or purchase agreement (collectively, a "standard commercial agreement"), then the terms of this contract take precedence over the vendor's terms and conditions.
(1) Applicability. This contract is between a commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument.
(2) End user. This contract shall bind the Government as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.
(3) Law and disputes. This contract is governed by Federal law.
(i) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
(ii) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
(iii) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
(4) Continued performance. The vendor shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of this contract, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in FAR 52.233-1, Disputes.
(5) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this contract a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
(6) Updating terms.
(i) After award, the contractor may unilaterally revise commercial supplier agreement terms provided the change is not material. A material change is defined as:
(A) Terms that significantly change Government rights or obligations;
(B) Terms that increase Government prices;
(C) Terms that decrease overall level of service; or
(D) Terms that limit any other Government right addressed elsewhere in this contract.
(ii) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.
(iii) Any license agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.
(7) No automatic renewals. The Government does not agree to any automatic renewal provisions because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). Any license or service tied to periodic

payment is provided under this agreement (e.g., annual software maintenance or annual lease term), and such license or service shall not renew automatically upon expiration of its current term. Furthermore, the Government does not agree to any provision that limits the Government's unilateral right under the FAR to exercise or not exercise an option at its sole discretion, such as conditioning the exercise of an option on the Government's "best efforts" to obtain funding or requiring the exercise of an option absent termination for cause, for convenience, or for lack of appropriation.
(8) Indemnification. Any term or condition requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action in accordance with 28 U.S.C. § 516.
(9) Patent indemnity. The Government does not agree to any term or condition which gives the contractor control over any claims or disputes involving patent or other intellectual property infringement because only the Department of Justice is authorized to represent the U.S. Government pursuant to 28 U.S.C. § 516. However, the contractor may be permitted to participate in the defense and settlement of any such claims or disputes unless prohibited by law.
(10) Audits. Any term or condition permitting the commercial supplier or licensor to audit the end user's compliance with this contract is hereby amended as follows:
(i) With respect to any audit regarding use of software or licenses therefor, a contractor may request that the Government conduct a self-audit and provide the contractor with the results, but for security purposes the contractor may not access the Government's systems.
(ii) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.
(iii) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at FAR 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.
(iv) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.
(11) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.
(12) Non-assignment. This contract may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at FAR 52.232-23, Assignment of Claims.
(13) Confidential information. If any term or condition includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.
(End of Text)

H2 REQUIREMENT TO SUBMIT AN ELECTRONIC PRODUCT LIST (OCT 2021)

The contractor shall submit the following in addition to complying with all requirements of DFARS 252.211-7003, Item Identification and Valuation:

(a) Complete the Electronic Product List (EPL) attached to this contract for all products delivered under this contract. If a copy of the EPL has not been provided with the contract document, the EPL should be obtained from the Contracting Officer. A separate EPL shall be submitted each time products are delivered under this contract, including when products are replaced through a warranty or service support agreement.

(b) The EPL shall be delivered electronically for review and approval to the Acceptor. The Acceptor is the Customer/COR/TM Point of Contact identified in the DITCO additional text titled: Points of Contact, if method of

payment is via the government purchase card, or the WAWF point of contact identified in the clause at DFARS 252.232-7006, Wide Area Work Flow Payment Instructions for contracts processed through WAWF. A copy of the EPL shall also be submitted to the DISA Workforce Services and Development Directorate (WSD) at the following email address: disa.meade.mps.list.mps31-warehouse-branch-cam-l@mail.mil

(c) The contractor shall submit the EPL to the Acceptor and WSD in advance of or concurrently with delivery of products. The Acceptor will not accept products delivered under this contract until the EPL is approved.

(d) If the EPL is delivered in advance of the products, the Acceptor will notify the contractor via email if the list is approved or disapproved. If the EPL is delivered concurrently with the products, acceptance of the products delivered via WAWF will also serve as approval of the EPL.

(End of text)

H5 USE OF GOVERNMENT-FURNISHED COMPUTERS (FEB 2024)

a. Computers furnished under this contract shall be used for official business only. Contractor personnel shall not use computers furnished under this contract for any use other than to perform the requirements of this contract. Contractor personnel shall not install any software on Government furnished computers unless consent is obtained from the KO or Contracting Officer's Representative (COR).

b. Information services available on the Government furnished computers shall only be used for official business only. Examples of information services include DoD network (DoDNet), Internet, Intranet, World Wide Web, and electronic mail.

c. Access to Government information services is granted as a privilege, and use of such services constitutes consent to monitoring. Information services use will be monitored to ensure the protection of DISA networks and information and to verify and enforce compliance with this contractual requirement.

d. In the event contractor personnel use Government furnished computers and/or information services for other than official business, the Contractor shall be required to provide the Government with monetary consideration in the form of credits against the contract as determined by the KO. In addition, if requested by the KO, the Contractor shall be required to replace the individual who misused the Government furnished computers and/or information services within 10 working days.

e. The following are examples of misuse of information services:

(1) Illegal, fraudulent, or malicious activities.
(2) Partisan political activity, political or religious lobbying or advocacy, or activities on behalf of organizations having no affiliation with DISA or DoD.
(3) Activities whose purposes are for personal or commercial financial gain. These activities may include chain letters, solicitation of business or services, sales of personal property.
(4) Unauthorized fundraising or similar activities, whether for commercial, personal, or charitable purposes.
(5) Accessing, storing, processing, displaying or distributing offensive or obscene material such as pornography and hate literature.
(6) Annoying or harassing another person, e.g., by sending or displaying uninvited e-mail of a personal nature or by using lewd or offensive language in an e-mail message.
(7) Using another person's account or identity without his or her explicit permission, e.g., by forging e-mail.
(8) Viewing, damaging, or deleting files or communications belonging to others without appropriate authorization or permission.
(9) Permitting any unauthorized person to access a DISA or DoD-owned system.

(10) Modifying or altering the operating systems or system configuration (including the installation of software) without obtaining written authorization from the KO or COR.

(End of text)

H6 OPTION TO EXERCISE SURGE SUPPORT AND/OR OPTIONAL TASKS/LINE ITEMS (MAR 2023)

The Government may:

(1) Require in-scope surge support during the base or any option period. Surge support is OPTIONAL and is not a guarantee. The Contracting Officer may apply surge support to defined task areas (i.e., active/exercised Contract Line Item Numbers (CLIN)) of the Performance Work Statement (PWS / Statement of Work (SOW) by written notice to the contractor at least XX calendar days prior to any unilateral modification. In cases where a proposal and negotiations are necessary to incorporate the additional support, a bilateral modification will be issued. Surge support will be realigned under new or existing CLINs for the relevant task areas identified in the PWS/SOW, and an equal amount will be deducted from the Surge CLIN. Surge support will be provided at the same labor rates proposed and/or same pricing methodology proposed for non-labor support found fair and reasonable at the time of contract/task order award for the applicable ordering period. When surge support is realigned under cost-type CLINs, if actual, reimbursable labor rates exceed the labor rates originally proposed and found fair and reasonable at time of contract/task order award, the contractor is only entitled to a fee amount based on the originally proposed labor rates.

(2) Exercise/extend the term of separately priced optional tasks/CLINs at any time during the period of performance in accordance with the terms and conditions of the contract/order. Separately priced optional tasks/CLINs may be exercised unilaterally when the period of performance or level of effort on the optional CLIN is unchanged. If the period of performance or level of effort changes, the modification must be exercised bilaterally and adjusted in accordance with labor rates proposed and/or same pricing methodology proposed for non-labor support found fair and reasonable at the time of contract/task order award for the applicable ordering period. Optional tasks/CLINs incorporated into the contract are not guaranteed and the Government shall not be held liable for cost/price of performance until such tasks/CLINs are exercised.

(End of text)

H9 GOVERNMENT FURNISHED PROPERTY CONTRACTOR MANAGEMENT (OCT 2024)

(a) *Definitions.*

Transferred property. Tangible Government property shipped from one contractor's location to a different contractor's location as Government Furnished Property (GFP) for a follow-on contract without inspection.

Transitioned property. Direct-issued items such as laptops, cell phones, tablets which are not transferred. These items are transitioned by being turned over to a Contracting Officer's Representative (COR) or property custodian on the last day of the contact for inspection, and any necessary provisioning/equipment refresh prior to being furnished as new GFP to a subsequent contractor.

(b) In accordance with (IAW) Federal Acquisition Regulation (FAR) 52.245-1, for any issued GFP or contractor acquired property titled to the Government under this contract/order, the contractor shall establish a Property Management Plan to maintain procedures necessary to assess the contractor's property management system. The contractor shall perform periodic internal reviews, surveillance, self-assessments, and/or audits as a part of this plan.

The contractor shall submit the Property Management Plan within 10 business days of contract/order award to the COR and Property Administrator (PA), if assigned, for review. The COR or PA (if assigned) will review the contractor's Property Management Plan and notify the contractor of any deficiencies within 10 business days of receipt, or as soon as practical if additional time to complete the review is required. A contractor in possession of GFP shall provide the COR and PA (if assigned) a report of all Government Property (GFP and/or contractor acquired property titled to the Government) to include the item description, make, model, serial number, Item Unique Identification (IUID), acquisition value, location, and last physical inventory date; the report should be minimally provided on an annual basis and 30 days prior to the expiration of any performance period (base and options).

In addition, the contractor shall designate a Contractor Property Manager (CPM) Point of Contact (POC) for any contract action that includes GFP and shall provide the POC name, phone number, and email address to the COR and PA (if assigned) within one business day of award and notify the COR and PA of POC changes. The CPM is responsible for processing GFP transactions in the GFP module located in the Procurement Integrated Enterprise Environment (PIEE) within 4 business days of any GFP action. The CPM shall perform receipt and acceptance of any new GFP items and process a return shipment for any previously accepted GFP that will be returned to the Government. Other reportable actions include personnel changes, increases and decreases in issued GFP quantity, and all break fix/non-functioning property actions where GFP is exchanged. The CPM shall ensure all GFP is reported IAW Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.245–7005, Management and Reporting of Government Property (and/or any subsequent DFARS or Agency GFP reporting requirements) and shall ensure all issued GFP items adhere to the DISA GFP Pass instructions. Any changes in contractor personnel shall be coordinated with the COR and PA (if assigned) for return and issuance of GFP items and shall follow Agency location specific instructions posted on the GFP Local Instructions page here. All contractor owned property that is coordinated for authorization by the COR to be brought to a DISA location shall be clearly marked with the name of company or like marking indicating the ownership of the property.

For all break fix/non-functioning property actions when an item previously accepted in the GFP module is exchanged, contractor personnel shall notify their CPM. The CPM shall notify the COR, PA (if assigned), and the Authorized Government Receiver (AGR) by email once the return shipment and acceptance has been initiated or completed in the GFP module. Agency location specific break fix/non-functioning property instructions and AGRs are posted on the GFP Local Instructions page here.

(c) IAW FAR 52.245-1 for closeout of property a final physical inventory is to be conducted. Any lost property must have a loss report submitted through the PIEE GFP Module. Subsequently, on or prior to the last day of contract performance, the contractor shall turn in all transitioned GFP in accordance with Agency location specific instructions posted on the GFP Local Instructions page here. The CPM shall initiate a return shipment action in the GFP module in PIEE and notify the AGR via email. Any Transferred GFP that requires tangible shipment without inspection by the Government to the next contract, shall also have a return shipment action initiated by the CPM in the GFP module on or prior to the last day of performance. As part of contract closeout procedures, the contractor shall notify the COR and PA once all GFP items have been turned into the Government and a GFP return shipment has been processed in the GFP module.

Note: If hyperlinks are not actionable, the full URL is: https://dod365.sharepoint-mil.us/sites/DISA-IndustrialProperty/SitePages/Industrial-Property-Contract-Links.aspx?csf=1&web=1&e=PhzJBs&CID=fc41f3d3-7613-4f80-a44b-6c9950d4d66e&OR=Teams-HL&CT=1727881510489&clickparams=eyJBcHBOYW1lIjoiVGVhbXMtRGVza3RvcCIsIkFwcFZlcnNpb24iOiI0OS8yNDA4MTcwMDQyNiIsIkhhc0ZlZGVyYXRlZFVzZXIiOmZhbHNlfQ%3D%3D
(End of Text)

DFARS 252.204-7998

DFARS 252.204-7998, Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management –Registration, is included in this solicitation, paragraph (g) of this provision applies.
(2) If the provision at FAR 52.204-7, System for Award Management –Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
____ (i) Paragraph (g) applies.
____ (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:
(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.
(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.
(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.
(vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations when contract performance will be in Italy.
(vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations when contract performance will be in Spain.
(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:
____(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
____(ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
____(iii) 252.225-7020, Trade Agreements Certificate.
____Use with Alternate I.
____(iv) 252.225-7031, Secondary Arab Boycott of Israel.
____(v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
____Use with Alternate I.
____Use with Alternate II.
____Use with Alternate III.
____Use with Alternate IV.
____Use with Alternate V.
____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
____ (vii) 252.232-7015, Performance-Based Payments—Representation.
(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are

incorporated in this offer by reference (see FAR 4.203-1); except for the changes
identified below [Offeror to insert changes, identifying change by provision number, title, date].
These amended representation(s) and/or certification(s) are also incorporated in this offer and are
current, accurate, and complete as of the date of this offer.
FAR/DFARS provision No. Title Date Change
Any changes provided by the Offeror are applicable to this solicitation only, and do not result in
an update to the representations and certifications located in the SAM database.
(End of provision)

DFARS 252.240-7007

252.240-7007 Prohibitions Relating to Chinese Military Companies.

As prescribed in 240.7003-5(c), use the following clause:

PROHIBITIONS RELATING TO CHINESE MILITARY COMPANIES (DEVIATION 2026-O0025) (JUN 2026)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Chinese military company means any entity, regardless of geographic location, that is—

(1) An entity that is currently identified in the list published in the Federal Register by the Secretary pursuant to section 1260H of the NDAA for FY 2021 (Pub. L. 116-283);

(2) An entity that is currently identified in the non-specially designated Nationals (SDN) Chinese military industrial complex companies list (NS-CMIC List) published in the Federal Register by the Department of the Treasury or on the website of the Department of the Treasury's Office of Foreign Assets Control (OFAC);

(3) A People's Republic of China entity currently identified on the entity list published in the Federal Register by the Department of Commerce, which is found at Supplement No. 4 to Part 744 of the Export Administration Regulation (EAR); or

(4) An entity owned or controlled by, or affiliated with, an element of the government or armed forces of the People's Republic of China, or a subsidiary, affiliate including any parent or holding company, or any entity subject to the control of an entity described in paragraphs (1), (2), or (3) of this definition.

Commerce Control List means the Export Administration Regulations in 15 CFR part 774, supplement no. 1.

Control has the meaning given that term in 31 CFR 800.208 or any successor regulations.

Covered products and services means products and services on the munitions list of the International Traffic in Arms Regulations.

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B or sharing data and other information resources.

Non-specially designated nationals (SDN) Chinese military-industrial complex company means any entity on the Non-SDN Chinese military-industrial complex companies list—

(1) Established pursuant to Executive Order 13959 as amended; and

(2) Maintained by the Office of Foreign Assets Control of the Department of the Treasury.

Other covered company means an entity that is owned or controlled by the government of the People's Republic of China and that the Secretary certified to the Congressional defense committees, to be a company that must be covered for national security reasons.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(b) Scope. This clause implements the following:

(1) Section 1211 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2006 (Pub. L. 109-163).

(2) Section 1296 of the NDAA for FY 2017 (Pub. L. 114-328).

(3) Section 857(b) of the NDAA for FY 2023 (Pub. L. 117-263).

(4) Section 805 of the NDAA for FY 2024 (Pub. L. 118-31).

(c) Prohibitions on awards with Chinese Military Companies. (1) Covered products or services prohibition. The Contractor must not acquire covered products and services, through a contract or subcontract at any tier, from any—

(i) Chinese military company;

(ii) Non-specially designated nationals (SDN) Chinese military-industrial complex company; or

(iii) Other covered company.

(2) Entity prohibition. The Contractor must not award, renew, or extend a contract (e.g.,

entity that is identified as—

(i) A Chinese military company operating in the United States; or

(ii) An entity that is subject to the control of a Chinese military company.

(3) Exceptions. (i) The prohibition at paragraph (c)(1) does not apply to components and parts of covered products unless the components and parts are themselves covered by the USML or the 600 series of the CCL.

(ii) The prohibition under paragraphs (c)(2) does not apply—

(A) When awarding, renewing, or extending a contract (e.g., exercising an option) for the procurement of products or services that provides a service that connects to the facilities of a third party, including backhaul, roaming, or interconnection arrangements;

(B) To contracts awarded prior to June 30, 2027, including when such contracts are modified, extended, or renewed; or

(C) To components.

(d) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

DFARS 252.240-7995

252.240-7995 Prohibition on Contract Awards with Entities That Contract with Lobbyists for Chinese Military Companies—Representation.

As prescribed in 240.7003-5(b), use the following clause:

PROHIBITION ON CONTRACT AWARDS WITH ENTITIES THAT CONTRACT WITH LOBBYISTS FOR CHINESE MILITARY COMPANIES—REPRESENTATION (JUN 2026) (DEVIATION 2026-O0025)

(a) Definitions. As used in this provision—

Chinese military company means any entity, regardless of geographic location, that is—

(1) An entity that is currently identified in the list published in the Federal Register by the Secretary pursuant to section 1260H of the NDAA for FY 2021 (Pub. L. 116-283);

(2) An entity that is currently identified in the non-specially designated Nationals (SDN) Chinese military industrial complex companies list (NS-CMIC List) published in the Federal Register by the Department of the Treasury or on the website of the Department of the Treasury's Office of Foreign Assets Control (OFAC);

(3) A People's Republic of China entity currently identified on the entity list published in the Federal Register by the Department of Commerce, which is found at Supplement No. 4 to Part 744 of the Export Administration Regulation (EAR); or

(4) An entity owned or controlled by, or affiliated with, an element of the government or armed forces of the People's Republic of China, or a subsidiary, affiliate including any parent or holding company, or any entity subject to the control of an entity described in paragraphs (1), (2), or (3) of this definition.

Covered lobbyist means an entity that engages in lobbying activities for any entity determined to be a Chinese military company listed in accordance with section 1260H of the NDAA for FY 2021 (Pub. L. 116-283).

Lobbying activities (2 U.S.C. 1602(7)) means lobbying contacts (2 U.S.C. 1602(8)) and efforts in support of such contacts, including preparation and planning activities, research and other background work that is intended, at the time it is performed, for use in contacts, and coordination with the lobbying activities of others.

(b) Representation. The Offeror represents by submission of its offer that it is not an entity, a parent company of such entity, or a subsidiary of such entity that is a party to a contract with a covered lobbyist.

(c) Exception. This prohibition does not apply with respect to an entity that made reasonable inquiries regarding the lobbying activities of another entity and determined such entity was not a covered lobbyist.

(End of provision)

OPTIONAL CLINS X003 - X005

The Government may require the delivery of the numbered line item x003-x005, in the quantity and at the price stated in the contract. The Contracting Officer may exercise the option by written notice to the Contractor in accordance with FAR 52.217-7. The Government reserves the right to exercise this Optional CLIN multiple times, in fractional increments or in its entirety, provided the total cumulative quantity exercised does not exceed the ceiling quantity.

ADDENDUM TO 52.212-1 & 2

ADDENDUM TO 52.212-1

Addendum to 52.212-1(b), Submission of Offers is tailored as follows:

(b) Submission of offers:

(12) Other Instructions

(i) General Information

(A) Points of Contact: The contracting officer (KO) and contract specialist (CS) are the sole points of contact for this procurement. Address any questions or concerns you may have to the KO/CS. Written requests for clarification must be sent to the KO/CS at angela.k.zang.civ@mail.mil and melissa.a.weh.civ@mail.mil.

(B) Discrepancies: If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the KO in writing with supporting rationale. The Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

(C) Electronic Reference Documents: All referenced documents for this solicitation are available on the Contracting Opportunities page (SAM) web site at https://www.sam.gov. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

(D) Communications: Exchanges of source selection information between the Government and offerors will be controlled by the KO and CS. Email will be used to transmit such information to the offeror and will include “Source Selection Information – See FAR 2.101 & 3.104” in the Subject line.

(ii) Offerors are requested to submit a written technical proposal and a price proposal in response to the attached Performance Work Statement (PWS). The Quality Assurance Surveillance Plan is provided for contractor reference. Information on submission of technical and price proposals is provided below. The proposal shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of statements asserted in the proposal. The proposal should not simply rephrase or restate the Government's requirements, rather, shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume the Government has no prior knowledge of their facilities and capabilities and will base its evaluation on the information presented in the offeror's proposal. The offeror's proposal must include all data and information

requested by the RFP and must be submitted in accordance with these instructions. The proposal should sufficiently address the requirements as stated in the evaluation subfactors. **Non-conformance with these instructions *may* result in removal of the proposal from further evaluation.**

(iii) In accordance with (IAW) DISA Special Contract Requirement H1, each offeror shall specifically identify in its proposal whether or not any potential or actual Organizational and Consultant Conflicts of Interest (OCCI), as described in Federal Acquisition Regulation (FAR) Subpart 9.5, exists for this instant procurement. If the offeror believes that no OCCI exists, the OCCI response shall set forth sufficient details to support such a position. If an offeror believes that an actual or perceived OCCI does exist on the instant procurement, the offeror shall submit an OCCI plan with the proposal, explaining in detail how the OCCI will be mitigated and/or avoided.

(iv) Page limitations, if applicable, are identified below and will be treated as maximums. A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches. If exceeded, excess pages will not be read or considered in evaluation of the proposal. The following items will not be considered when calculating page limits: cover page, table of contents, glossary, executive summary, OCCI mitigation plans, Supply Chain Risk Management (SCRM) plans, Original Equipment Manufacturer (OEM) Letter of Authorization, DD254, Government Furnished Property (GFP) Attachment, Small Business Subcontracting Plan, DISA Subcontracting Review Checklist, FAR/DFARS Provisions/Clauses attachment, and Section 508 compliance. In the event any evaluation notices are issued, page limitations may also be placed on those. Page limitations shall not be circumvented by including inserted text boxes/pop-ups or internet links to additional information; such inclusions are not acceptable and will not be considered part of a proposal. **The Government reserves the right not to consider for award any proposal that does not adhere to the administrative requirements of this RFP.**

(v) Organization/Number of Copies/Page Limits. The offeror shall prepare the proposal as set forth in the Proposal Organization Table below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified. The contents of each proposal volume are described in the information to offerors paragraph as noted in the table below. To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Each volume may contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing may be used to identify sections.

Additionally, each volume may contain a glossary of all abbreviations and acronyms used, and with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

Table 1 Proposal Organization

VOLUME	Addendum to 52.212-1 Paragraph Number	VOLUME TITLE	COPIES	FORMAT	PAGE LIMIT
I	(b)(12)(vii)(A)	Executive Summary	1 electronic	MS Word 2007 or newer	1
I	(b)(12)(vii)(A)	Master Table of Contents	1 electronic	MS Word 2007 or newer	No page limit
II	(b)(12)(vii)(B)	Technical/Management	1 electronic	MS Word 2007 or newer	5
III	(b)(12)(vii)(C)	Price (Attachment 3-CLIN Pricing Worksheet_EPL)	1 electronic	CLIN Pricing Worksheet	No page limit
IV	(b)(12)(vii)(D)	Contract Documentation (Includes OCCI, SCRM Plans, Section 508	1 electronic		No page limit

		Compliance, OEM Letter of Authorization, DD254, and FAR/DFARS Provisions/Clauses, Small Business Subcontracting Plan, DISA Subcontracting Review Checklist)			

(vi) Electronic Offers. The offeror shall submit volumes I through IV in electronic format via email and must include "Source Selection Information – See FAR 2.101 & 3.104" in the Subject line. Each volume shall be a separate file. If files are compressed, the necessary decompression program must be included. Proposals shall be submitted to the KO/CS identified below:

CS Name (Contract Specialist) – melissa.a.weh.civ@mail.mil
KO Name (KO) – angela.k.zang.civ@mail.mil

(vii) Proposal Organization:

(A) **Volume I - Executive Summary**. In the executive summary volume, the offeror shall describe the significant attributes and theme of its proposal. It should be concise to include addressing any significant risks, and highlighting any key or unique features, excluding price. Any summary material presented in the Executive Summary shall not be considered as meeting the requirements for any portions of other volumes of the proposal. Include a master table of contents for the entire proposal.

(B) **Volume II – Technical/Management.** The technical/management volume should be specific and complete and will be evaluated against the technical/management subfactors defined in FAR 52.212-2, Evaluation – Commercial Items. The technical portion of the proposal is to be submitted as a Microsoft (MS) Word 2007 or newer file. The page format shall have a 1-inch margin using no smaller than an 11-point Arial, Times New Roman, or Courier New font for all text to include any text contained in a table. The file size of each document shall not exceed 20MB. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying the factors/subfactors.

In the Technical/Management volume, address your proposed approach to meeting the minimum performance or capability requirements of each technical/management factor/subfactors.

Volume II - Technical/Management shall be organized as follows:

- Factor 1, Technical/Management Approach
  a) Subfactor 1: Asset Management Support Requirement
  b) A statement that the offeror can meet all aspects of the PWS.

(C) **Volume III – Price**. The price proposal will be evaluated using one or more of the techniques defined in FAR Part 15.404 in order to determine reasonableness and completeness. Reasonableness is established through cost and price analysis techniques as described in FAR 15.404. For a price/cost proposal/quotation to be complete, all solicitation requirements must be priced, figures correctly calculated, and prices/costs presented in in a clear and useful format. The contractor shall submit pricing for the base period and all option periods. The total evaluated price will consist of the contractor's proposed price for the base period, all option periods, and surge pricing as requested below in Factor 2: Price. The contractor shall complete the Attachment 3, CLIN Pricing Worksheet_EPL. The CLIN Pricing worksheet shall be submitted in MS Excel 2007 format or newer. All formulas shall remain present in the spreadsheet for verification. The total price evaluated will be the sum of all CLINs for the basic and all options. The inclusion of an option, however, does not obligate the Government to exercise the option. The file size of each document shall not exceed 20MB. Information beyond that required by this instruction shall not be submitted, unless considered essential to document or support the price. All information relating to the proposed price, including all required supporting documentation must be included in the section of the proposal designated as the Price Volume. Under no circumstances shall the information and *documentation from the Price Volume be*

included elsewhere in the proposal other than Volume III, Price Volume and Volume IV, Contract Documentation, which includes CLIN pricing.

Data other than certified cost or pricing data may be required to support the price reasonableness of your proposal in accordance with FAR 15.403.

Volume III – Price shall be organized as follows:

-Attachment 3, CLIN Pricing Worksheet_EPL

(D) Volume IV – Contract Documentation. The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file.

1. Complete blocks 30 a, b, and c of the SF Form 1449 and return this form with your proposal. Signature by the offeror on the SF1449 constitutes an offer, which the Government may accept.

2. Provide completed pricing information in the CLIN spreadsheet.

3. This solicitation contains provisions that apply and clauses that will be applicable to the resulting award. Some of the provisions and additional DITCO text require a response from the offeror and shall be submitted with the proposal. These provisions are:

FAR 52.204-5, Women-Owned Business (Other than Small Business). (OCT 2014)
FAR 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation (FEB 2026)
FAR 52.209-5, Certification Regarding Responsibility Matters (FEB 2026)
FAR 52.209-7, Information Regarding Responsibility Matters (FEB 2026)
FAR 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2026)
FAR 52.215-6, Place of Performance (FEB 2026)
FAR 52.219-1, Small Business Program Representations (FEB 2026)
FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (FEB 2026) – only if HUBZONE
FAR 52.229-11, Tax on Certain Foreign Procurements-Notice and Representation (OCT 2025)
DFARS 252.204-7998, Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)
DFARS 252.239-7009, Representation of Use of Cloud Computing (SEPT 2015)
DITCO Contract Administration Data G1, Points of Contact.

If the offer has completed any of the provisions listed above as part of its annual representations and certifications at https://www.sam.gov, the Government will consider this information instead of requiring the offeror to complete and submit these provisions for this solicitation. The offeror should include a statement identifying if any of the provisions have been completed at https://www.sam.gov.

4. Offerors must complete Blocks 6, 7, and 8 of the DD Form 254 (Attachment 5) with the appropriate information for their company and any subcontractors (when applicable). **The Government will validate an Interim or Final Top Secret Facility Clearance by Defense Counterintelligence and Security Agency with Attachment 5**. The completed DD Form 254 must be submitted with the initial proposal. Security requirements, as specified in the attached DD254, shall be met no later than the date of proposal submission. The government will consider proposals submitted without the DD254 as incomplete and a failure to adhere to the administrative requirements of this RFP, and as a result, the proposal may be considered ineligible for award.

5. OCCI Mitigation Plan or a statement that an OCCI does not exist.

6. Provide the certification as required by FAR 52.222-56,

Certification Regarding Trafficking in Persons Compliance Plan (OCT 2020). The full text of this provision is included in this solicitation.

7. Small Business Subcontracting Plan. The Small Business Subcontracting Plan must adequately address each of the requirements listed in FAR 19.704(a) and DFARS 219.704.

A subcontracting plan is required (FAR 52.219-9) for Other than U.S. Small Businesses only (i.e., Large Businesses). **ONLY OTHER THAN U.S. SMALL BUSINESS OFFERORS ARE REQUIRED TO SUBMIT A SUBCONTRACTING PLAN.** Offerors are required to submit either an individual subcontracting plan IAW FAR Clause 52.219-9 (Alternates and Deviations) and DFARS 252.219-7003, an approved commercial plan, or a negotiated DoD Comprehensive Test Program subcontracting plan IAW DFARS 252.219-7004. **In addition, offerors are required to complete the DISA Subcontracting Review Checklist (Attachment 8) by inserting dollar values and percentages from the subcontracting plan as applicable for items 1 and 2, and also items 3 through 19 by completing the paragraph and page number columns.**

The subcontracting plan is the organization's business plan for the inclusion of small businesses within their capture/contracting processes. An individual subcontracting plan highlights the general "potential" for subcontracting opportunities within a specific procurement. The contract awardee has the "life of the contract" to make a "good faith effort" to ensure that subcontracted dollars are awarded to small businesses. Although distinct and different from each other, the small business participation plan is complementary to a subcontracting plan. Subcontracting plans shall reflect and be consistent with the commitments presented in the small business participation plan.

The contracting officer will review subcontracting plans on an acceptable or unacceptable basis for compliance with FAR 19.704, FAR Clause 52.219-9 (Alternates and Deviations), and the applicable DFARS clause. A subcontracting plan is unacceptable if it does not clearly meet the requirements of FAR 19.704, FAR Clause 52.219-9 (Alternates and Deviations) and DFARS 252.219-7003 (or DFARS 252.219- 7004 if the Offeror has a DoD Comprehensive Test Program subcontracting plan). Subcontracting plans will only be reviewed for acceptability for those Offeror(s) deemed to be an apparent awardee(s).

The subcontracting plan shall be included in the offer, and the approved subcontracting plan shall be incorporated into the contract.

Note: Subcontracting Plans will only be reviewed for acceptability for those Offeror(s) deemed to be apparent awardee(s). If the apparent awardee's Subcontracting Plan is not initially acceptable, the Contracting Officer may engage in clarifications in regard to the Subcontracting Plan and this shall not be deemed discussions.

8. Authorized Offeror Personnel. Provide the name, title, and telephone number of the company/division point of contact regarding decisions made with respect to the proposal and who can obligate the company contractually. Also, identify those individuals authorized to negotiate with the Government. Contractor Point of Contract information will be used for the Contract Administration Data Item G1, Points of Contact.

9. Company/Division Address, Identifying Codes, and Applicable Designations. Provide company/division's street address, county and facility code; CAGE code; DUNS code; TIN; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other locations. List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

10. Authorized Reseller Letter from the OEM, Forward Networks, Inc.
The offeror must provide proof they are an authorized reseller of Forward Networks, Inc. at initial proposal submission. For the purposes of this procurement, an authorized reseller is defined as an entity authorized by the OEM to sell Forward Networks to the Federal Government and to provide support for said software, including new releases, version upgrades, revisions, corrections of reported errors, enhancements (to include instructions for

implementation and operation for all software support levels and product versions), technical support, contractor resolutions to problems or failures, and the most current commercial release or version of the software.

Offeror responses shall include a letter from the OEM confirming that the contractor is an authorized reseller, as defined above, as of the proposal due date and will be an authorized reseller for the period of performance identified in this solicitation. The letter from the OEM shall not be older than 30 days from the date proposals are due, shall be submitted on the OEM's letterhead, and shall be signed by an authorized representative of the OEM. The government will consider proposals submitted without the authorized reseller letter as incomplete and a failure to adhere to the administrative requirements of this RFP, and as a result, the proposal may be considered ineligible for award.

11. Section 508 Compliance: Section 508 Accessibility Standards do apply to this requirement. Section 508 requirements are listed in the attached PWS (Attachment 1). The offeror should notify the Government in its proposal if any exception to Section 508 standards is proposed. If there are no exceptions, the offeror must provide a statement affirming compliance with 508 Standards. Any proposal failing to meet the Section 508 Accessibility Standards, as listed in the PWS, may be eliminated from consideration for award.

12. SCRM Plan: The Government has determined that the items or services to be procured under this solicitation are subject to SCRM controls as outlined in the PWS. As a result, offerors are required to submit a detailed organization wide SCRM plan as part of their proposal. Supply chain risks range from natural threats to counterfeit products and apply to quality, security, resiliency, and product integrity. Mitigation plans to manage risks may involve logistics, cybersecurity, and financial management. The goal is to preclude undue risk to the Government and ensure supply chain continuity in the event normal business operations are interrupted. The offeror's SCRM plan must include countermeasures which mitigate threats and system vulnerabilities, including:

1. The application of supply chain risk management best practices applied as appropriate to the development of the system. Supply chain risk management key practices may be found in the National Institute of Standards and Technology (NIST) Interagency Report 7622, Piloting Supply Chain Risk Management for Federal Information Systems, and the National Defense Industrial Association Guidebook, Engineering for System Assurance, both publicly available.

2. The enumeration of potential suppliers of critical components, as they are identified, includes cost, schedule, and performance information relevant to choice among alternatives and planned selection for the purpose of engaging the Government to develop mutually agreeable risk management plans for the suppliers to be solicited.

3. The processes to control access by foreign nationals to program information, including, but not limited to, system design information, DoD-unique technology, and software or hardware used to integrate commercial technology.

4. The processes and practices employed to ensure that genuine hardware, software, and logic elements will be employed in the solution and that processes and requirements for genuine components are levied upon subcontractors.

5. The process to protect unclassified DoD information in the development environment.

(End of provision revisions)

ADDENDUM TO 52.212-2(a)

Addendum to 52.212-2(a), Evaluation-Commercial Items is tailored as follows:

a. Basis for Contract Award

The Government anticipates awarding to the lowest priced technically acceptable respondent from initial contractor responses, without engaging in exchanges with respondents. Respondents are strongly encouraged to submit their best technical solution and price/cost in response to this solicitation. Once the Government determines the respondent that is lowest priced technically acceptable (i.e., the apparent successful awardee), the Government reserves the right to negotiate solely with that respondent or a group of low respondents to address any remaining issues, as necessary, to finalize an order. Issues may include technical, price, and/or term and conditions.
If the parties cannot successfully address remaining issues, as determined pertinent and at the sole discretion of the Government, the Government reserves the right to engage in negotiations to address issues with the next lowest or a group of similarly low respondents, until the respondent(s) are no longer the lowest based on the initial evaluations. Once the Government has begun communications with the next lowest respondent(s), no further communications with the previous respondent(s) will be entertained until after the order has been awarded. This process described above shall continue until issues are resolved and there is an award.

The technical proposal should include all information the offeror wants the Government to consider and evaluate regarding its ability to perform all work described in the evaluation subfactors. To be eligible for award, the offeror's proposal must sufficiently address all aspects of the evaluation factors and subfactors. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award.

b. Evaluation Factors and Subfactors

(1) The following evaluation factors and subfactors will be used to evaluate each proposal.

Factor 1: Technical/Management

Subfactor 1: Asset Management Support Requirement, PWS 6.4 Subtask 4. In order to be rated Acceptable, the Offeror must demonstrate that their proposed asset management platform meets the following minimum objective standards:

1. Platform Requirements: Deliver a secure, automated, and role-governed commercial platform for Federal agencies that centralizes asset management, automates operational workflows, and provides integrated portals for license tracking, on-demand technical training labs, mission partner support, and real-time reporting.
2. Data requirements: Real time collection, storage, and processing of contract, financial audit, and SKU-level software entitlement and consumption data while consolidating account details down to device-level hardware assets, tracking warranties and end-of-sale dates, and generating real-time dashboards for Key Performance Indicators (KPIs)
3. Compliance Requirement: Must be vendor-agnostic, customizable, and align with DoD and federal cyber-security frameworks (e.g., FedRAMP, DoD CC SRG, DoD RMF).

Factor 2: Price

(a). The Offeror's firm-fixed price proposal will be evaluated for award purposes based upon the total evaluated price which consists of the offeror's proposed prices for the base period, all option periods, and surge pricing. The Government may exercise optional support CLINs (x003-x005) in whole or in part, in any quantity up to and including the maximum ceiling specified in the CLIN Pricing Worksheet. Evaluation of the options shall not obligate the Government to exercise such options. The offeror's price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable and complete. Normally, price reasonableness is established through cost and price analysis techniques as described in FAR 15.404. For a price to be complete, all solicitation requirements must be priced, figures correctly calculated and prices presented in a clear and useful format.

(b) The Government may require surge support during the base or any option period and surge modifications will be in-scope to provide increased support for the defined task areas of the PWS. Surge support is

OPTIONAL and is not a guarantee. If the Government determines that an increased quantity of support is required for the task areas defined in the PWS, the Government reserves the right to exercise the surge option unilaterally. The KO will provide written notice to the contractor at least 45 calendar days prior to any unilateral exercise of the surge option. The Government is providing a percentage value to be used by all offerors when proposing surge: surge support will not exceed 10% of the offeror's total proposed cost/price for the base and all option period. Offerors are instructed to propose this EXACT percentage for Surge CLIN 9999. In the event the Government does elect to exercise the surge option, surge support will be realigned under new or existing CLINs for the relevant task areas identified in the PWS, and an equal amount will be deducted from optional surge CLIN 9999. Surge support will be provided at the same labor rates proposed and found fair and reasonable at time of contract award for the applicable period of performance.

c. Ratings

(1) Each technical/management subfactor will receive one of the ratings described in Table 1. The subfactor ratings will not be rolled up into an overall color rating for the Technical/Management factor.

The Technical/Management subfactors will be evaluated and rated either Acceptable or Unacceptable. In order for a proposal to be rated overall Technically Acceptable, each of the subfactors must be rated Acceptable.

Table 2. Technical/Management Ratings

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

d. Evaluation of Options

The offeror shall submit pricing for the base period and all option periods. Evaluation of options shall not obligate the Government to exercise the option(s).

e. Discussions

The Government intends to evaluate proposals and award a contract without exchanges. However, the Government reserves the right to conduct exchanges or seek clarifications if the KO determines they are necessary. If exchanges are required, the number of proposals being competitively considered may be narrowed to all of the most highly rated proposals. The Government further reserves the right to reduce the number of proposals being competitively considered to the greatest number that will permit efficient competition among the most highly rated proposals. If an offeror's proposal is removed from further consideration for award, written notice of the removal will be provided to the offeror. In the event issues pertaining to the solicitation cannot be resolved to the KO's satisfaction, the Government reserves the right to cancel the solicitation. In such event, offerors will be notified in writing.

f. It is the sole responsibility of the offeror to ensure that the electronic files submitted are virus free and can be opened and read by the Government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening the file(s). The Government is under no obligation to seek clarification regarding electronic proposal submissions if submissions cannot be opened or accessed. **The Government reserves the right not to consider for award any proposal that does not adhere to the administrative requirements of this RFP.**

(End of provision addendum)

DFARS 252.225-7966

252.225-7966 Prohibition Regarding Russian Fossil Fuel Business Operations—Representation (Deviation 2024-O0006, Revision 1).

Use the following provision in solicitations that include the clause at 252.225-7967: PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS— REPRESENTATION (DEVIATION 2024-O0006, REVISION 1) (MAR 2024)
(a) Definitions. The terms business operations and fossil fuel company have the meanings given in the 252.225-7967 clause of this solicitation.
(b) Representation. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas—

(i) Through the Russian Federation for sale outside of the Russian Federation; and (ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded. (End of provision)

DFARS 252.225-7967

252.225-7967 Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024O0006, Revision 1). As prescribed in Class Deviation 2024-O0006, Revision 1, use the following clause: PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (DEVIATION 2024-O0006, REVISION 1) (FEB 2024)
(a) Definitions. As used in this clause— "Business operations" means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include—

(1) Any shipment subject to price caps as specified in the—

(i) "Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil", issued on December 2, 2022, between member countries of that coalition; or

(ii) "Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington", issued on February 4, 2023, between such members, if such shipment complies with the applicable price caps; or

(A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or

(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including—

(1) Any action to secure or divest from facilities, property, or equipment;

(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;

(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia. Fossil fuel company means an entity or individual that—

(1) Carries out oil, gas, or coal exploration, development, or production activities;

(2) Processes or refines oil, gas, or coal; or

(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.

(b) Prohibition. In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas— Attachment Class Deviation 2024-O0006, Revision 1 Prohibition Regarding Russian Fossil Fuel and Fossil Fuel Business Operations

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

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

LIST OF ATTACHMENTS
Attachment 1, PWS
Attachment 2, QASP dated July 6, 2026
Attachment 3, CLIN Pricing Worksheet_EPL
Attachment 4, CDRLS_Exhibit A
Attachment 5, DD254
Attachment 6, NDA
Attachment 7, GFP Attachment
Attachment 8, Subcontracting Plan Review Checklist
Attachment 9, RFP Questions and Answers Template
Attachment 10, JA Forward Networks_Redacted