SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER	PAGE 1 OF
	61

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W51AA126RA024	10 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	MARISSA BRODI	5706156442	30 JUL 2026 12:00 PM

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
W6QK ACC-APG CONT CT TYAD OFC TOBYHANNA ARMY DEPOT, 11 HAP ARNOLD BLVD TOBYHANNA, PA 18466-0000 UNITED STATES MARISSA BRODI, EMAIL: MARISSA.C.BRODI.CIV@ARMY.MIL TELEPHONE: 5706156442	W51AA1	☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561621 SIZE STANDARD: USD 25,000,000.00	☒ SEE SCHEDULE

12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
	☐		☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

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

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

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Government Use Only)*
SEE CONTINUATION	

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Solicitation/Contract Form Continuation

Instrument Name: Brand Name DAQ Electronics Integrated Commercial Detection System Service

Product Service Code : H363

ADDENDUM

1.This requirement is solicited as a brand name requirement under the statutory authority as implemented in Revolutionary FAR Overhaul (RFO) 6.103-1(d), Application for brand-name descriptions and under the authority of RFO Part 12, Acquisition of Commercial Products and Commercial Services.

2. The Army Contracting Command (ACC), APG, Tobyhanna Division, Tobyhanna, PA 18466, intends to solicit and award a firm-fixed-price (FFP) with Unpriced CLINs services contract for these services to the DAQ Electronics Value Added Resellers (VARs).

3. To receive an award, offerors must have an active registration in the System for Award Management (SAM) https://www.SAM.gov with no active exclusions and have no debt subject to offset. Prospective offerors must be found to be responsible in accordance with RFO Part 9.1. Offerors must propose their pricing for all the FFP CLINs (not the Unpriced Order CLINs) listed in the SF1449.

4. QUESTIONS AND ANSWERS: All questions must be submitted in writing to the Contract Specialist via email only, at marissa.c.brodi.civ@army.mil. Offerors are instructed NOT to contact any TYAD personnel, as this may result in delay of answers and possible incorrect information. Questions must be received no later than, July 20, 2026, at 5:00PM EST. Answers will be consolidated and posted. If any Questions and Answers impact the PWS then an Amendment will be created where applicable and posted in the same manner as the Solicitation. Questions received after the date and time listed in this paragraph will not be answered.

5. Parties interested in responding to this Request for Proposal (RFP) shall complete a standard form (SF) 1449 http://www.forms.gov, blocks 5, 12, 17a, 17b, 19 thru 24, 30a, and 30b; and 30c. The offer must be signed by a company official authorized to contractually bind the company.

6. BASIS FOR AWARD & EVALUATION CRITERIA: Award evaluation and basis for award will be performed in accordance with RFO Clause 52.212-2, Evaluation-Commercial Items, located in the clause section of the solicitation. Award will be Best Value to the Government using a Trade-off process for Technical, Past Performance and Price. Offerors are cautioned that any award may not necessarily be made to the lowest offered price. Proposals shall be submitted and award made by the Government on an all or none basis. Therefore, proposals are solicited on that basis only.

7. PROPOSAL SUBMISSION: Offerors shall prepare and submit their proposals and supporting documentation referencing Solicitation "W51AA1-26-R-A024" via email to: marissa.c.brodi.civ@army.mil by the closing date/time, in accordance with the submission requirements listed in RFO Clause 52.212-1 Instructions to Offerors and Clause RFO 52.212-2 Evaluation of

Commercial Items. Failure to follow the instructions may render the proposal nonresponsive. The Government is not responsible for any proposal that was not received in the contract specialist's email Inbox identified above by the time and date specified for receipt of offers, to include any type of firewall delays. Offerors are advised to transmit their complete proposal in enough time to ensure it is received in the contract specialist's email Inbox identified above by the time and date specified for receipt of proposals. Proposals or parts of proposals received after the time and date specified for receipt of proposals will be considered Late.

Submission Documents:

A. Contractor Proposal

B. Signed SF1449 (#6 above)

C. Three (3) Past Performance References (RFO 52.212-2)

D. All Signed Amendments if applicable

8. CYBERSECURITY MATURITY MODEL CERTIFICATION (CMMC) LEVEL REQUIREMENTS: Offerors shall have a CMMC Level 2 Self certification at time of award.

9. Offerors shall not submit any assumptions, terms, conditions, or caveats, with proposals. All concerns shall be addressed and resolved by submitting questions by the date specified in this RFP. No assumptions, terms, conditions, caveats, or exceptions submitted with proposals in response to RFPs will be accepted or incorporated into the awarded contract.

10. The Government is not responsible for any costs incurred for contractor's time or materials expended in preparing a proposal for this solicitation.

11. The minimum acceptable acceptance period for offers is ninety (90) days from the date specified in Block 8, on Page 1 of the SF1449.

12. TYPE OF CONTRACT: Any resultant award will be a Firm-Fixed Price (FFP) contract with Unpriced CLINs (Prior to commencement of work a Firm Fixed Price (FFP) Quote will need to be provided and approved by the CS/COR prior to work being completed).

13. Wage Rates can be found on the Service Contract Act side of WWW.SAM.GOV. The services to be performed fall under the authority of the service contract act unless otherwise exempt by the Contracting Officer. Department of Labor (DOL) Service Contract Act Wage Determination No: 2015-5797, Revision No.: 31, Dated: 5/16/2026 is provided at Attachment 2 to this solicitation.

PERFORMANCE WORK STATEMENT

See Solicitation Attachments:

Attachment 1- Performance Work Statement Intrusion Detection Systems Service Contract

Attachment 2- Wage Determination

*** END OF NARRATIVE ***

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Base Year- Preventative Maintenance Services required to maintain all components of the Integrated Commercial Intrusion Detection System See Performance Work Statement for details. CLIN only - Requisition Document Number (MILSTRIP, DLMS, FEDSTRIP): W25G1V611100Q7 Product Service Code: J063 Bill to Party: W25G1V Pricing Arrangement: Firm Fixed Price	4	Lot		
0002	Base Year- Remedial Maintenance/ Contractor Assessment Visit. See Performance Work Statement for details. CLIN only - Requisition Document Number (MILSTRIP, DLMS, FEDSTRIP): W25G1V6159005L Product Service Code: H363 Pricing Arrangement: Firm Fixed Price	12	Lot		
0003	Base Year- Remedial Maintenance/ Unpriced Orders. The Contractor shall provide additional services identified from the assessment visits that are performed in CLIN 0002. The CLIN will require a Firm Fixed Price quote approved by the COR prior to work being completed. See Performance Work Statement for details.				
0004	Base Year- Emergency Service. See Performance Work Statement for details.	4	Lot		

	CLIN only - Requisition Document Number (MILSTRIP, DLMS, FEDSTRIP): W25G1V613200G9 Product Service Code: H363 Pricing Arrangement: Firm Fixed Price				
Option Line Item 1001	Option Year 1- Preventative Maintenance Services required to maintain all components of the Integrated Commercial Intrusion Detection System. See Performance Work Statement for details. Product Service Code: H363 Pricing Arrangement: Firm Fixed Price	4	Lot		
Option Line Item 1002	Option Year 1- Remedial Maintenance/ Contractor Assessment Visit. See Performance Work Statement for details. Product Service Code: H363 Pricing Arrangement: Firm Fixed Price	12	Lot		
Option Line Item 1003	Option Year 1- Remedial Maintenance/ Unpriced Orders. The Contractor shall provide additional services identified from the assessment visits that are performed in CLIN 1002. The CLIN will require a Firm Fixed Price quote approved by the COR prior to work being completed. See Performance Work Statement for details. Pricing Arrangement: Firm Fixed Price				
Option Line Item 1004	Option Year 1- Emergency Service. See Performance Work Statement for details. Product Service Code: H363 Pricing Arrangement: Firm Fixed Price	4	Lot		
Option Line Item 2001	Option Year 2- Preventative Maintenance Services required to maintain all	4	Lot		

	components of the Integrated Commercial Intrusion Detection System. See Performance Work Statement for details. Product Service Code: H363 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2002	Option Year 2- Remedial Maintenance/ Contractor Assessment Visit. See Performance Work Statement for details. Product Service Code: H363 Pricing Arrangement: Firm Fixed Price	12	Lot		
Option Line Item 2003	Option Year 2- Remedial Maintenance/ Unpriced Orders. The Contractor shall provide additional services identified from the assessment visits that are performed in CLIN 2002. The CLIN will require a Firm Fixed Price quote approved by the COR prior to work being completed. See Performance Work Statement for details. Pricing Arrangement: Firm Fixed Price				
Option Line Item 2004	Option Year 2- Emergency Service. See Performance Work Statement for details. Product Service Code: H363 Pricing Arrangement: Firm Fixed Price	4	Lot		
Option Line Item 3001	Option Year 3- Preventative Maintenance Services required to maintain all components of the Integrated Commercial Intrusion Detection System. See Performance Work Statement for details. Product Service Code: H363 Pricing Arrangement: Firm Fixed Price	4	Lot		
Option Line Item 3002	Option Year 3- Remedial Maintenance/ Contractor Assessment Visit. See Performance Work Statement for details. Product Service Code: H363	12	Lot		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 3003	Option Year 3- Remedial Maintenance/ Unpriced Orders. The Contractor shall provide additional services identified from the assessment visits that are performed in CLIN 3002. The CLIN will require a Firm Fixed Price quote approved by the COR prior to work being completed. See Performance Work Statement for details. Pricing Arrangement: Firm Fixed Price				
Option Line Item 3004	Option Year 3- Emergency Service. See Performance Work Statement for details. Product Service Code: H363 Pricing Arrangement: Firm Fixed Price	4	Lot		
Option Line Item 4001	Option Year 4- Preventative Maintenance Services required to maintain all components of the Integrated Commercial Intrusion Detection System. See Performance Work Statement for details. Product Service Code: H363 Pricing Arrangement: Firm Fixed Price	4	Lot		
Option Line Item 4002	Option Year 4- Remedial Maintenance/ Contractor Assessment Visit. See Performance Work Statement for details. Product Service Code: H363 Pricing Arrangement: Firm Fixed Price	12	Lot		
Option Line Item 4003	Option Year 4- Remedial Maintenance/ Unpriced Orders. The Contractor shall provide additional services identified from the assessment visits that are performed in CLIN 4002. The CLIN will require a Firm Fixed Price quote approved by the COR prior to work being completed. See Performance Work Statement for details.				

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 4004	Option Year 4- Emergency Service. See Performance Work Statement for details. Product Service Code: H363 Pricing Arrangement: Firm Fixed Price	4	Lot		

Continuation of Description

Requirements

Integrated Commercial Intrusion Detection System Service

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
0004	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA

	W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
Option Line Item 1002	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
Option Line Item 1004	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement

	DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
Option Line Item 2002	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
Option Line Item	Inspection and Acceptance Location

2004	Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
Option Line Item 3002	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES

Option Line Item 3004	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES
Option Line Item 4002	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079

	UNITED STATES
Option Line Item 4004	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES

Continuation of Deliveries or Performance

TOBYHANNA ARMY DEPOT ON-SITE CONTRACTOR WORKFORCE AND VISITOR

RESTRICTIONS

1. NON-RESIDENT/NON-IMMIGRANT ALIENS

a. All non-resident/non-immigrant aliens must have approval prior to being permitted access to Tobyhanna Army Depot (TYAD). Such approval must be obtained by requesting access through the following: apply at the alien-resident's embassy; proceed to the U.S. Embassy; proceed to the Department of the Army; proceed to Army Materiel Command; proceed to U.S. Communications-Electronics Command; proceed to TYAD.

b. All non-resident/non-immigrant aliens granted access to TYAD are required to be escorted by Government personnel. One Government escort can accommodate a maximum of two nonresident / non-immigrant aliens.

c. Due to limited availability of Government personnel, contractors shall not be permitted to employ non-resident/non-immigrant aliens as part of the contractor's on-site workforce. Limited exceptions to this restriction may be considered on a case-by-case basis. Such exceptions shall only be considered where a specialized skill or trade is not otherwise available, and even under such circumstances would only be considered for very limited duration, e.g., a few hours/days. However, even if limited exception is considered, access may still be denied. Contractors whose personnel are either denied entry to TYAD or permitted limited entry to TYAD due to the security requirements pertaining to non-resident aliens/non-immigrants are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or other contractual remedies as appropriate.

d. Due to limited availability of Government personnel, visitors requiring escort may not be permitted access, or access may be limited to a certain time and duration.

2. FOR THE PURPOSE OF FORMAL ESCORTED SITE VISITS

Resident aliens (immigrants) in possession of a valid Form I-551, Alien Registration Receipt Card ("Green Card"), are not required to obtain approval as set forth in paragraph 1.a. above (but see paragraph 5, below). Such individuals must have proper identification in addition to a valid form I-551 in their physical possession at all times while at TYAD. Individuals lacking proper identification and valid form I-555 will be denied access to TYAD.

3. SECURITY SEARCHES, IN-PROCESSING, AND SECURITY SCREENING

The DoD requires all installations to conduct a vetting process to determine fitness and eligibility for access. All visitors to the installation are subject to be vetted by Automated Installation Entry and/or NCIC-III, as well as a check of the Installation Bar List. The Contractor shall ensure its

personnel have an acceptable form of identification to access Tobyhanna Army Depot. A Department of Defense Common Access Card, a state-issued Real ID, or a U.S.-issued passport are all acceptable forms of identification. All persons seeking entrance to TYAD must submit to and comply with all security standards and requirements in force at the time such persons are seeking entry. All visitors and contractors, regardless of resident status or citizenship, will be subject to vehicle search and intense in processing by TYAD Security personnel prior to being granted access to TYAD. This security screening process may be time consuming and access may be delayed or denied. Any Contractors who will be working on site, company representatives who will be visiting periodically, and any companies or contractors requesting or requiring TYAD badges for other business reasons must submit a completed TYAD form 648-C to their contract or depot point of contact. The completed form must be submitted at least five (5) workdays in advance of on-site performance for each employee intended for onsite performance or five (5) workdays in advance of visits or other business at the depot. Any contractor employee (s) already on site who have not been screened, will be subject to security screening. This requirement is inclusive of on-site supervisory or managerial personnel and sub-contractor personnel that the Contractor anticipates will be performing work or visiting on-site. This security screening does not relieve the contractor of any responsibilities to conduct thorough pre-employment background checks and drug screening. Contractor workers will not be granted access to the work site until security screening is completed and access is approved. Any contractor personnel on site who fail screening will not be permitted further access to TYAD.

4. SUBMISSION OF BIDS OR PROPOSALS

Bidders/offerors who hand carry bids or quotes do so at their own risk. Bidders/offerors are solely responsible for the timely submission of bids /proposals/quotations, any delays security measures notwithstanding.

5. CONTRACTOR ON-SITE WORKFORCE - ADDITIONAL SECURITY REQUIREMENTS

A. This section is in addition to the requirements above regarding non-resident aliens (nonimmigrants) for on-site performance. Prior to the commencement of performance under the contract and within seven (7) workdays of contract award, the Contractor shall submit to the Chief, Security Division, Tobyhanna Army Depot, a roster of all contractor personnel, inclusive of on-site supervisory or managerial personnel and sub-contractor personnel, that the Contractor anticipates will be performing work on-site. The roster shall indicate which individuals are U.S. citizens and which are resident aliens (immigrants). The following documentation shall accompany the roster for each individual named on the roster as a resident alien (immigrant):

i) A copy of a verifiable form of identification, such as a state-issued Real ID, or a U.S.-issued passport.; and

ii) A copy of a valid Department of Justice Immigration and Naturalization Service Form I-551, Alien Registration Receipt Card ("Green Card"). Contractors who fail to identify any and all resident aliens (immigrants) who will be used for on-site performance and who will seek access to

Tobyhanna Army Depot as a worker for or through the contractor, inclusive of managerial and subcontractor personnel, may be subject to civil and criminal penalties and sanctions as well as contract remedies.

B. Within five (5) workdays of the submission of the roster, documentation, and TYAD form 648-C, the Government will have completed the security check and the Contractor shall be notified whether all listed personnel will be permitted to work on-site. However, actual access to Tobyhanna Army Depot by the roster personnel will remain contingent upon such resident alien (immigrant) individuals presenting two (2) forms of identification as they process into the Depot through the Security building: a valid Form I-551, Alien Registration Receipt Card ("Green Card") in addition to at least one other verifiable form of identification.

C. The roster that the Contractor submits is amendable. However, up to five (5) workdays will be required to perform a security check on any personnel added to the roster. The Contractor is urged to include contingency or "back-up" personnel in the original roster in order to avoid delays due to roster amendment.

D. Contractors whose personnel are denied entry to TYAD due to the security requirements are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or be subject to other contractual remedies as appropriate.

*** END OF NARRATIVE ***

0001	**Partial Delivery Schedule** Delivery Period From 01 Oct 2026 to 30 Sep 2027 4 Lot **Quantity** 4 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES

	Period of Performance From 01 Oct 2026 To 30 Sep 2027
0002	**Partial Delivery Schedule** Delivery Period From 01 Oct 2026 to 30 Sep 2027 12 Lot **Quantity** 12 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2026 To 30 Sep 2027
0004	**Partial Delivery Schedule** Delivery Period From 01 Oct 2026 to 30 Sep 2027 4 Lot **Quantity** 4 Lot **Address and POC** Place of Performance

	DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2026 To 30 Sep 2027
Option Line Item 1001	**Partial Delivery Schedule** Delivery Period From 01 Oct 2027 to 30 Sep 2028 4 Lot **Quantity** 4 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2027 To 30 Sep 2028
Option Line Item	**Partial Delivery Schedule** Delivery Period From 01 Oct 2027 to 30 Sep 2028

1002	12 Lot **Quantity** 12 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2027 To 30 Sep 2028
Option Line Item 1004	**Partial Delivery Schedule** Delivery Period From 01 Oct 2027 to 30 Sep 2028 4 Lot **Quantity** 4 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance**

	From 01 Oct 2027 To 30 Sep 2028
Option Line Item 2001	**Partial Delivery Schedule** Delivery Period From 01 Oct 2028 to 30 Sep 2029 4 Lot **Quantity** 4 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2028 To 30 Sep 2029
Option Line Item 2002	**Partial Delivery Schedule** Delivery Period From 01 Oct 2028 to 30 Sep 2029 12 Lot **Quantity** 12 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA

	DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2028 To 30 Sep 2029
Option Line Item 2004	**Partial Delivery Schedule** Delivery Period From 01 Oct 2028 to 30 Sep 2029 4 Lot **Quantity** 4 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2028 To 30 Sep 2029
Option Line Item 3001	**Partial Delivery Schedule** Delivery Period From 01 Oct 2029 to 30 Sep 2030 4 Lot **Quantity** 4 Lot

	Address and POC Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2029 To 30 Sep 2030
Option Line Item 3002	**Partial Delivery Schedule** Delivery Period From 01 Oct 2029 to 30 Sep 2030 12 Lot **Quantity** 12 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2029 To 30 Sep 2030
Option	**Partial Delivery Schedule**

Line Item 3004	Delivery Period From 01 Oct 2029 to 30 Sep 2030 4 Lot **Quantity** 4 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2029 To 30 Sep 2030
Option Line Item 4001	**Partial Delivery Schedule** Delivery Period From 01 Oct 2030 to 30 Sep 2031 4 Lot **Quantity** 4 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance**

	From 01 Oct 2030 To 30 Sep 2031
Option Line Item 4002	**Partial Delivery Schedule** Delivery Period From 01 Oct 2030 to 30 Sep 2031 12 Lot **Quantity** 12 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2030 To 30 Sep 2031
Option Line Item 4004	**Partial Delivery Schedule** Delivery Period From 01 Oct 2030 to 30 Sep 2031 4 Lot **Quantity** 4 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA

	DIR OF PUBLIC WORKS ATTN APO, SQUIRE STREET BLDG 1C BAY 6 TOBYHANNA, PA 18466-5079 UNITED STATES **Period of Performance** From 01 Oct 2030 To 30 Sep 2031

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04		
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act. (Deviation 2026-O0038)	2026-02		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-	2026-02		

O0038)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.225-7001	Buy American and Balance of Payments Program.	2024-02		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.232-7010	Levies on Contract Payments.	2006-12		

252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

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

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

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

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

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

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

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

Materials means-

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

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

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

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

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

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

(b) Inspection/Acceptance.

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

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

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

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or

materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ____[Insert portion of labor rate attributable to profit.]

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

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

(B) Terminate this contract for cause.

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

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

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

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

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

(8) The Contractor has no obligation or liability under this contract to correct or replace

materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

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

(i) Payments.

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

(i) Hourly rate.

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

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

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

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

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

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

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

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

(ii) Materials.

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

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

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

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

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

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

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

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

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

(1) Other direct costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of

this clause: ____[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'".]

(2) Indirect costs (material handling, subcontract administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:____[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

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

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

Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

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

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

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

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

(B) The Contractor's timekeeping procedures;

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

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

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

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

(B) Any documents supporting payment of those invoices.

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

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

description of the overpayment including the-

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

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

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) Interest.

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

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

(iii) The Contracting Officer will issue a final decision if-

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.

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

payment.

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR part 32 in effect on the date of this contract.

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

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

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not

susceptible to exact statement by the Contractor.

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work under this contract and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. The Government will send a cure notice to the

Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

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: 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 or 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)

252.232-7006 Wide Area WorkFlow Payment Instructions. 2023-01

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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

Invoice 2-in-1 (Services Only)

(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.

(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	HQ0303
Issue By DoDAAC	W51AA1
Admin DoDAAC	W51AA1
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	W25G1V
Service Acceptor (DoDAAC)	W25G1V
Accept at Other DoDAAC	____

LPO DoDAAC	———
DCAA Auditor DoDAAC	———
Other DoDAAC(s)	———

(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.*

WAWF Payment Acceptor: David.t.hudak.civ@army.mil

Contract Specialist: Marissa.c.brodi.civ@army.mil

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

WAWF Point of Contact: David.k.kern2.civ@army.mil

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	1984-04		
52.237-3	Continuity of Services.	1991-01		
52.246-4	Inspection of Services-Fixed-Price.	1996-08		
52.247-34	F.o.b. Destination.	1991-01		

DFARS Clauses Incorporated by Reference

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

252.204-7003	Control of Government Personnel Work Product.	1992-04
252.225-7048	Export-Controlled Items.	2013-06

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-8	Option to Extend Services.	1999-11		

Option to Extend Services (Nov 1999)

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

(End of clause)

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

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within _30___; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least __60__ days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed __5__years.

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

www.acquisition.gov

(End of clause)

Solicitation Provisions

FAR Provisions Incorporated by Reference

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

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		

DFARS Provisions Incorporated by Full Text

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

(End of provision)

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

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

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

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

Price- Offerors shall submit their completed SF1449. Offerors are encouraged to submit their best price in the initial proposal, as the Government intends to award without discussions. However, the Contracting Officer reserves the right to hold discussions if it is determined to be in the best interest of the Government.

Technical- Offerors shall include evidence that its company and employees are licensed /certified by DAQ Electronics to perform the type of work described in the PWS. The service offered will be evaluated as providing or complying with all the requirements set forth in the PWS. Any exceptions to any terms and conditions must be included in proposal and agreed upon by both parties prior to award.

Past Performance- Offerors shall submit three (3) Government and/or commercial contracts during the past Five (5) years, which are relevant to the efforts required by this solicitation. Offeror's shall provide a point of Contact with each contract for the government to reach out to as a reference. Nothing in this solicitation prohibits the Government from obtaining and considering past performance from any source available, or contacting references to validate.

(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)

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038)	2026-02		

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)

(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)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

www.acquisition.gov

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

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

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

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: 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)