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 32

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: N0018926RW025

6. SOLICITATION ISSUE DATE: 10 Jul 2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Thomas Carey

b. TELEPHONE NUMBER *(No collect calls)*: 215-697-9657

8. OFFER DUE DATE/ LOCAL TIME: 31 Jul 2026 02:00 PM

9. ISSUED BY — CODE N00189

NAVSUP FLT LOG CTR NORFOLK
ATTENTION CODE 301, 1968 GILBERT STREET SUITE 600
NORFOLK, VA 23511-3392
UNITED STATES
Thomas Carey, Email: thomas.carey56.civ@us.navy.mil Telephone: 215-697-9657

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR
- [x] SET ASIDE: 100 % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [x] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 611430

SIZE STANDARD: USD 15,000,000.00

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
- [ ] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [x] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE

See Continuation

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY — CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA

See Continuation

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

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

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

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

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

ERP Training Services

This acquisition will be conducted using a two-step process:

Step One: Corporate/Performance Overview; and
Step Two: Proposal Submission and Evaluation.

Following Step One, and in advance of the Step Two proposal submission deadline, interested sources will be notified whether they have been determined to be Viable Competitors based on the assessment of the Corporate /Performance Overview. Those interested sources determined to be Viable Competitors will be encouraged to submit a proposal in accordance with the Step Two Instructions below.

Step One: Corporate/Performance Overview

The Corporate/Performance Overview shall exclude any pricing information related to the interested source's intended proposal.

Interested sources shall submit, on no more than two single-sided pages, using a font with a point size of 12 or greater (e.g., Times New Roman style with 12-point font):

A Corporate/Performance Overview that includes their general approach to the solicited requirement. In addition, the Corporate/Performance Overview shall include a description of their experience on prior contracts /efforts they consider most similar to the Performance Work Statement (PWS) for the solicited requirement, and a description of any proposed teaming arrangement for this requirement. Interested sources should use their judgment on how best to demonstrate through their two-page submission that they can successfully accomplish the requirements of the PWS. For example, an interested source with relatively limited experience related to the PWS could address its teaming arrangement or how it has the commitment of key personnel or other contractors with more relevant experience. Interested sources should provide any other information they consider relevant to the solicitation.

All Step One submissions shall be submitted electronically via email as email attachments to the solicitation point of contact, Thomas Carey, at thomas.carey56.civ@us.navy.mil, on or before 2:00 PM PHILADELPHIA TIME on 16 July 2026.

The Government will assess each Step One submission and determine which interested sources are viable competitors for award based on how well the submission demonstrates that they can successfully accomplish the requirements of the PWS, and the strength of their teaming arrangement for this requirement (if applicable). A determination that an interested source is non-viable does not necessarily mean the Government believes the interested source cannot successfully perform the requirements of the PWS. An interested source could be determined non-viable because of the strength of their submission relative to other interested sources. The Contracting Officer will notify all interested sources of their viability status in advance of the Step Two proposal submission deadline.

Note: Step One submissions that simply reiterate the requirements, generally state that the interested source possesses the capability to perform, and/or only provide general statements or paraphrase the PWS in whole or in any part will be considered non-viable.

Step Two: Proposal Submission and Evaluation

Potential offerors are encouraged to carefully review all solicitation requirements and, if they have questions

concerning the solicitation, should submit one consolidated list of questions concerning the solicitation via email to the solicitation point of contact, Thomas Carey, at thomas.carey56.civ@us.navy.mil. The time and date for final submission of questions is on or before 2:00 PM PHILADELPHIA TIME on 20 July 2026.

Step Two quotes and any modifications thereto are to be received by the Contracting Office on or before 2:00 PM PHILADELPHIA TIME on 31 July 2026. All Step Two proposals shall be submitted electronically via email as email attachments to the solicitation point of contact, Thomas Carey, at thomas.carey56.civ@us.navy.mil. See Addendum to 52.215-1 of this Solicitation for submission instructions.

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	ERP Training Services - Base Period NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1001	ERP Training Services - Option Period I NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2001	ERP Training Services - Option Period II NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3001	ERP Training Services - Option Period III NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4001	ERP Training Services - Option Period IV NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Pricing Arrangement: Firm Fixed Price	12	Months		

Continuation of Description

PLEASE SEE THE ATTACHMENT:

Performance Work Statement (PWS)

Navy Supply Systems Command (NAVSUP) Weapon Systems Support (WSS) Operating Code Functional Training and Knowledge Transfer Contractor Support Services

Requirements
ERP Training Services at NAVSUP WSS

Continuation of Packaging and Marking

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Invoices Processed DoDAAC: N00391 CountryCode: USA NAVSUP WEAPON SYSTEMS SUPPORT 700 ROBBINS AVE BLDG 27D, PHONE ASSISTANCE COMM 215 697 3101 PHILADELPHIA, PA 19111-5000 UNITED STATES Erin Paulino, N00391 Email: Erin.M.Paulino.civ@us.navy.mil Telephone: 771-229-2617
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: Invoices Processed DoDAAC: N00391 CountryCode: USA NAVSUP WEAPON SYSTEMS SUPPORT 700 ROBBINS AVE BLDG 27D, PHONE ASSISTANCE COMM 215 697 3101 PHILADELPHIA, PA 19111-5000 UNITED STATES Erin Paulino, N00391 Email: Erin.M.Paulino.civ@us.navy.mil Telephone: 771-229-2617
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: Invoices Processed DoDAAC: N00391 CountryCode: USA NAVSUP WEAPON SYSTEMS SUPPORT 700 ROBBINS AVE BLDG 27D, PHONE ASSISTANCE COMM 215 697 3101 PHILADELPHIA, PA 19111-5000 UNITED STATES Erin Paulino, N00391 Email: Erin.M.Paulino.civ@us.navy.mil Telephone: 771-229-2617
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: Invoices Processed

	DoDAAC: N00391 CountryCode: USA NAVSUP WEAPON SYSTEMS SUPPORT 700 ROBBINS AVE BLDG 27D, PHONE ASSISTANCE COMM 215 697 3101 PHILADELPHIA, PA 19111-5000 UNITED STATES Erin Paulino, N00391 Email: Erin.M.Paulino.civ@us.navy.mil Telephone: 771-229-2617
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: Invoices Processed DoDAAC: N00391 CountryCode: USA NAVSUP WEAPON SYSTEMS SUPPORT 700 ROBBINS AVE BLDG 27D, PHONE ASSISTANCE COMM 215 697 3101 PHILADELPHIA, PA 19111-5000 UNITED STATES Erin Paulino, N00391 Email: Erin.M.Paulino.civ@us.navy.mil Telephone: 771-229-2617

Continuation of Deliveries or Performance

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 07 Sep 2026 To 06 Sep 2027	12 Months	
Option Line Item 1001	Period of Performance From 07 Sep 2027 To 06 Sep 2028	12 Months	
Option Line Item 2001	Period of Performance From 07 Sep 2028 To 06 Sep 2029	12 Months	
Option Line Item 3001	Period of Performance From 07 Sep 2029 To 06 Sep 2030	12 Months	
Option Line Item 4001	Period of Performance From 07 Sep 2030 To 06 Sep 2031	12 Months	

Continuation of Accounting and Appropriation Data

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.203-3	Gratuities.	Apr 1984		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.224-3	Privacy Training.	Jan 2017		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		

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.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.239-7018	Supply Chain Risk.	Dec 2022		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038) (Feb 2026)

LIMITATIONS ON SUBCONTRACTING (FEB 2026) (DEVIATION 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[*Contracting Officer check as appropriate.*]

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

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

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

TO BE COMPLETED AT AWARD

(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.

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

(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.

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

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

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

(v) For commercial 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	N50084____
Issue By DoDAAC	N00189____
Admin DoDAAC	N00189____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(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.*

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

____

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

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

(End of clause)

Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

Addendum to Contract Clauses

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.224-3	Privacy Training. (Alternate I)	Jan 2017	Alternate I	Jan 2017
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.247-34	F.o.b. Destination.	Jan 1991		
52.219-9	Small Business Subcontracting Plan. (Deviation)	Feb 2026		
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038) (Alternate III)	Feb 2026	Alternate III	Feb 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Jan 2023		
252.204-7023	Reporting Requirements for Contracted Services.	Jul 2021		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.239-7000	Protection Against Compromising Emanations.	Oct 2019		
252.239-7010	Cloud Computing Services.	Jan 2023		
252.245-7003	Contractor Property Management System Administration	Jan 2025		

FAR Clauses Incorporated by Full Text

52.217-8 Option to Extend Services. (Nov 1999)

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 1 DAY[insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

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 1 DAY[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 DAYS days[*60days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

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/dfars

https://www.acquisition.gov/far-overhaul

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

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 ____[insert regulation name] (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.237-7023 Continuation of Essential Contractor Services. (Oct 2010)

CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment ____, Mission-Essential Contractor Services, dated ____.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

252.219-7009 Section 8(a) Direct Award. (Oct 2018)

SECTION 8(a) DIRECT AWARD (OCT 2018)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

____
____
____
____
[To be completed by the Contracting Officer at the time of award]

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that it will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8 (a) regulations at 13 CFR 124.515), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(End of clause)

252.219-7010 Notification of Competition Limited to Eligible 8(a) Participants-Partnership Agreement. (Oct 2019)

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

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA.

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

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Unless SBA has waived the requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall-

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers, see paragraph (d)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced by small businesses in the United States or its outlying areas.

(3) The requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause do not apply to construction or service contracts.

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

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Solicitation Provisions

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.209-7011	Representation for Restriction on the Use of Certain Institutions of Higher Education.	Aug 2025		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		
252.239-7017	Notice of Supply Chain Risk.	Dec 2022		

DFARS Clauses Incorporated by Full Text

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

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)

Addendum to 52.215-1, Instructions to Offerors - Competitive Acquistion

ADDENDUM TO FAR 52.215-1:

THIS ACQUISITION WILL BE CONDUCTED USING A TWO STEP PROCESS. THIS SECTION APPLIES ONLY TO STEP TWO PROPOSAL SUBMISSIONS. PLEASE REFER TO SECTION A FOR INFORMATION REGARDING THE STEP ONE SUBMISSION AND ASSESSMENT PROCESS.

SUBMISSION OF PROPOSALS (FFP BEST-VALUE/TRADE-OFF)

I. GENERAL

The offeror's proposal shall be in the form prescribed by, and shall contain a response to each of the areas identified in, this solicitation section. The following instructions are provided in addition to instructions to offerors contained elsewhere in this solicitation.

Initial proposals and any modifications thereto are to be submitted to the Contracting Officer on or before the closing date and time cited elsewhere in the solicitation. The only acceptable submissions format is through electronic mail to Mr. Thomas Carey at thomas.carey56.civ@us.navy.mil.

Offerors shall submit their proposals in two separate volumes as follows:

1. Volume I Non-Price Proposal Original Electronic Submission
2. Volume II Price Proposal Original Electronic Submission

In addition to the Price Proposal, Offerors shall include the following in Volume II:

1. Solicitation cover sheet with appropriate blocks completed by the offeror.
2. Solicitation pricing pages completed by the offeror
3. Acknowledgement of solicitation amendments pursuant to FAR 52.215-1 -Instructions to Offerors-Competitive Acquisition (if not previously acknowledged).

The completion and submission of the above items will constitute an offer (proposal) and will be considered the offeror's unconditional assent to the terms and conditions of this solicitation and any attachments and/or exhibits hereto. Offerors shall respond to all requirements of the solicitation document. Offerors are cautioned not to alter the solicitation. Any affirmative exception to the material terms and conditions of the solicitation will render the offer ineligible for award. Alternate proposals are not authorized.

Potential offerors are encouraged to carefully review all solicitation requirements and, if they have questions concerning the solicitation, should submit one consolidated list of questions concerning the solicitation via email to the solicitation point of contact, Thomas Carey at thomas.carey56.civ@us.navy.mil NO LATER THAN 2:00 pm, Eastern time, on 20 July 2026. Questions should be submitted as early as feasible prior to the above date and time; questions received later may be answered at the discretion of the Navy.

In the event any person who is not a bona fide employee of the offeror participated in the creation, formulation, or writing of any portion of the proposal, a certificate to this effect shall be included in the proposal which shall be signed by an officer of the offeror. Such certificate shall identify the name of the person who is not a bona fide employee, that person's employment capacity, the name of the person's firm, the relationship of that firm to the offeror, and the portion of the proposal in which the person participated.

II. REQUIREMENTS FOR PROPOSAL CONTENT

(1) Do not include CLASSIFIED data in your proposal.

(2) Introduction and Purpose - This section specifies the format that offers should use in proposals submitted in response to this solicitation. The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the proposals for evaluation purposes.

(3) Each volume should contain the following items in addition to the other information required by this solicitation: Cover: The cover should indicate the following:

- Title of the proposal Volume Number (I or II) Solicitation number
- Name and address of offeror
- Contractor point of contact (POC) with POC's email address and phone number. DUNS and CAGE of offeror.
- Identification of original signature copies

- Table of Contents: The table of contents should provide detail sufficient to allow the important elements to be easily located. The use of tabs and dividers is encouraged.

(4) Requirements for Style: Each offeror shall submit a proposal that clearly and concisely sets forth the contractor's response to the requirements of the solicitation. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. The proposal shall contain all the pertinent information in sufficient detail in the one area of the proposal where it contributes most critically to the discussion. When necessary, the offeror shall refer to the initial discussion and identify its location within its proposal.

(5) Page Limitations:

Volume I, "Non-Price Proposal," is limited to a maximum of Ten (10) pages in length inclusive of any charts, diagrams, and /or other graphics. Each "page" is defined as one sheet, 8 1/2 " x 11", with at least one inch margins on all sides, using a font with a point size of 12 or greater (e.g., "Times New Roman" style with 12 point font). Lines shall, at a minimum, be single-spaced. The only exceptions to the font size requirement include the following: (1) the "Past Performance Information Form" may be completed with a point size of 10 or greater and (2) the text contained in the Non-Price Proposal graphics, charts, headers and footers may be point size of 8 or greater. Pages shall be consecutively numbered. Multiple pages, double pages, two-sided pages, or foldouts will count as an equivalent number of 8 1/2" x 11" pages. The cover sheet, table of contents (not to exceed one page per volume), tabs, and dividers will not count toward the page limit. Pages submitted in excess of the page limitations described above will not be evaluated.

Volume II, "Price Proposal," is not page limited. However, the price proposal is to be strictly limited to price information (and the completed solicitation document).

III. PROPOSAL CONTENT

(1) Volume I - Non-Price Proposal

The Non-Price evaluation factors are listed below:

(a) Management Approach

(b) Past Performance

Management Approach is considered more importance than Past Performance.

(a) Management Approach:

The offeror shall provide in detail a management approach that will ensure the successful accomplishment of the requirements of the solicitation, including the PWS. The Management Approach shall address the following topics:

1. Staffing, Onboarding, and Qualifications:

Describe your approach to recruiting, onboarding, and retaining qualified personnel for this contract. How will you ensure all staff meet the critical skills and experience requirements outlined in Section 12.0 of the PWS, and how will you manage onboarding to ensure timely productivity for NAVSUP WSS locations (Mechanicsburg, Philadelphia, Norfolk, and virtual)?

2. Training Development and Delivery Management:

Explain your management approach for developing, updating, and delivering a high volume of training products (e.g., new course builds, web-based modules, sustainment, and one-on-one sessions) as specified in Section 3.0 and 5.2 of the PWS. How will you ensure timely delivery, quality, and alignment with NAVSUP WSS business processes and evolving requirements?

3. Project Management, Communication, and Coordination:

Describe your project management structure and processes for planning, coordinating, and monitoring all contract activities. How will you ensure effective communication with the TPOC, COR, and NAVSUP SMEs, and how will you address and resolve issues that may impact timely performance or deliverable quality?

4. Quality Control and Compliance:

Provide your quality control plan for this contract. How will you monitor, assess, and ensure the accuracy and completeness of training materials, and adherence to the performance standards and deliverable requirements outlined in Section 5.2 and 6.0?

5. Flexibility, Innovation, and Continuous Improvement :

Given the evolving nature of NAVSUP WSS business processes and technology (e.g., ERP updates, new systems, and process changes), describe how your management approach will ensure flexibility and continuous improvement. How will you incorporate feedback, adapt training content, and implement new tools or methods to address emerging needs and best practices?

Lastly, the offeror should describe any risks associated with the solicitation, including the PWS and any risks associated with implementation of the offeror's management approach; describe any techniques and actions to mitigate such risks; and explain whether the techniques and actions identified for risk mitigation have been successfully used by the offeror. The offeror should provide any other information the offeror considers relevant to the solicitation.

(b) Past Performance:

The offeror shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under contracts or efforts within the past five years that is the same as, or similar to, the scope and magnitude of the work described by this solicitation.

To demonstrate its past performance, the offeror shall identify up to two (2) of its most relevant contracts or efforts within the past five (5) years. The offeror should complete a "Past Performance Information Form" for each reference submitted. The Offeror should provide a detailed explanation demonstrating the relevance of the contracts or efforts to the requirements of the solicitation. The offeror should also provide information on any problems encountered on the identified contracts or efforts and the offeror's corrective actions. The Offeror may identify contracts or efforts for its proposed subcontractors among the Two (2) of past performance references provided in its proposal. If past performance references are provided for a subcontractor, the offeror's proposal should detail clearly the aspects of the work in the solicitation that the subcontractor is proposed to perform. It is the contractor's responsibility to adequately explain the relevance of a reference provided for a subcontractor's past performance to the effort that the subcontractor is proposed to perform under the solicitation.

In order to receive credit for the past performance of an affiliate, the proposal must clearly demonstrate that the affiliate will be meaningfully involved in performance of the solicited contract. The proposal must show that the affiliate's resources, such as its workforce, management, facilities, or other resources that demonstrably contributed to the affiliate's performance on the submitted projects, will be provided to or relied upon by the offeror during performance of the solicited requirement to an extent that warrants attribution of the affiliate's past performance to the offeror.

There may be multiple ways to demonstrate meaningful involvement. However, the ability to access or rely on an affiliate's or common parent's resources alone does not generally establish meaningful involvement. The Government will not consider an affiliate's past performance if it determines that the record does not bear on the likelihood of successful performance by the offeror.

The offeror should also describe the relationship between the offeror and the affiliate. If the offeror purchased or merged with the affiliate, the proposal should identify the date of the purchase or merger and state whether the affiliate's personnel and resources were retained by the offeror following the purchase or merger.

The Government will evaluate the information provided to determine whether, and to what extent, the affiliate's past performance should be attributed to the offeror. If the proposal does not provide sufficient detail to establish meaningful involvement by the affiliate, the Government may, at its discretion, decline to consider the affiliate's past performance during the evaluation.

The "Past Performance Information Form" is an attachment to the solicitation. The forms will count toward the Volume I page limit described above. For additional information regarding a particular reference beyond that which will fit on the form, the offeror may continue onto additional sheets of paper. Such continuation sheet(s) for submitted references will count toward the Volume I page limit.

(2) Volume II - Price Proposal

Volume II, "Price Proposal," is not page limited

Each page of each copy of Volume II should include the following legend: Source Selection Information - See FAR 2.101 and 3.104

The Price Proposal in Volume II shall include the solicitation pricing pages completed by the offeror. The offeror shall include a Firm, Fixed Price for each CLIN (i.e. Lot) on the solicitation pricing page(s). A firm-fixed-price is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

(End of provision)

Evaluation - Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)

The Government intends to use FAR Part 15 procedures for the Instructions and Evaluation of offerors.

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

(1) The evaluation of proposals will consider the offerer's non-price proposal more important than the offerer's price proposal.

(2) The non-price factors are as follows:

(a) Management Approach

(b) Past Performance

In the comparative evaluation of non-price proposals, Management Approach is considered more important than Past Performance.

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).

(b) *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.

Addendum to Evaluation - Commercial Product and Commercial Services

THIS ACQUISITION WILL BE CONDUCTED USING A TWO-STEP PROCESS. THIS SECTION APPLIES ONLY TO STEP TWO PROPOSAL SUBMISSIONS. PLEASE SEE SECTION A FOR INFORMATION REGARDING THE STEP ONE SUBMISSION AND ASSESSMENT PROCESS.

EVALUATION CRITERIA AND THE BASIS FOR AWARD

(1) Proposals will be evaluated in accordance with the instructions set forth in FAR 52.215-1 as addended and the evaluation criteria contained in this section. The Government intends to award a Firm, Fixed Price contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors (and subfactors, if any) in the solicitation. The offeror's responses to the Addendum to FAR 52.215-1 -Instructions to Offerors-Competitive Acquisition - SUBMISSION OF PROPOSALS (FFP BEST-VALUE/TRADE-OFF) of the solicitation will form the basis of the evaluation of proposals as follows: The evaluation of proposals will consider the offerer's non-price proposal more important than the offerer's price proposal.

(2) The non-price factors are as follows:

(a) Management Approach

(b) Past Performance

In considering the relevance of an offeror's past performance, the past performance references provided by the offeror will be evaluated individually and in the aggregate. If subcontractor past performance is provided as part of the Two (2) of its most relevant contracts or efforts, the subcontractor past performance will be given weight proportional to the scope and magnitude of the aspects of the work under the solicitation for which the subcontractor is proposed. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. When an offeror is determined to have relevant past performance, the quality of its relevant past performance will be evaluated. Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably under the Past Performance factor.

However, the proposal of an offeror with no relevant past performance history, while not rated favorably or unfavorably for past performance, may not represent the most advantageous proposal to the Government and, thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The evaluation of Past Performance is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating how capable the offeror is of successfully accomplishing the requirements of the solicitation. In determining the rating for the Past Performance evaluation factor, the Government will give greater weight to the contracts or efforts which are determined to have greater relevance to the solicitation. An offeror whose past performance demonstrates either a low expectation or no expectation that the offeror will be able to successfully perform the required effort will be considered ineligible for award.

For all non-price factors (other than Past Performance), an offeror's proposal must be determined to be Acceptable or better in order to be eligible for award. A rating that is less than "Acceptable" in any non-price evaluation factor and/or less than a "Satisfactory Confidence" rating in the Past Performance evaluation factor will render a proposal ineligible for award consideration as submitted.

The Government reserves the right to award the contract to other than the offeror with the lowest evaluated price. The evaluated price will be the offeror's total proposed price.

Offeror Representations and Certifications - Commercial Products and Commercial Services

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	Feb 2026		

FAR Clauses Incorporated by Full Text

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)

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 of the United States.

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 may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available 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 must 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 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)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul

https://www.acquisition.gov/dfars

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any ____[insert regulation name](48 CFR Chapter____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.237-7024 Notice of Continuation of Essential Contractor Services. (Oct 2010)

NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

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

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

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

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

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

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

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

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

(End of provision)

252.239-7009 Representation of Use of Cloud Computing. (Sep 2015)

REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 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)

252.204-7998 Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043) (Feb 2026) Alternate A Deviation 2026-O0043 (Feb 2026) (Feb 2026)

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: [*Contracting Officer check as appropriate.*]

☐(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)