SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N6817126QT015	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Julius ARRASCUE-PASTOR	4956822335	24 Jul 2026 12:00 PM

9. ISSUED BY CODE N68171

NAVSUP FLC SIGONELLA NAPLES OFFICE
NAVAL REGIONAL CONTRACTING CEN DET, PSC 817 BOX 50
FPO, AE 09622-0050
UNITED STATES
Julius ARRASCUE-PASTOR, Email: julius.j.arrascue-pastor.civ@us.navy.mil

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561990

SIZE STANDARD: USD 16,500,000.00

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
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] 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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

Solicitation/Contract Form Continuation

EODMU8 Logistics & Technical Support

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	EXPLOSIVE ORDNANCE DISPOSAL MOBILE UNIT EIGHT (EODMU8) LOGISTICS AND TECHNICAL SUPPORT SERVICES, ROTA (SPAIN), IAW ATTACHED PWS Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1001	EXPLOSIVE ORDNANCE DISPOSAL MOBILE UNIT EIGHT (EODMU8) LOGISTICS AND TECHNICAL SUPPORT SERVICES, ROTA (SPAIN), IAW ATTACHED PWS OPTION YEAR 1 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2001	EXPLOSIVE ORDNANCE DISPOSAL MOBILE UNIT EIGHT (EODMU8) LOGISTICS AND TECHNICAL SUPPORT SERVICES, ROTA (SPAIN), IAW ATTACHED PWS OPTION YEAR 2 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3001	EXPLOSIVE ORDNANCE DISPOSAL MOBILE UNIT EIGHT (EODMU8) LOGISTICS AND TECHNICAL SUPPORT SERVICES, ROTA (SPAIN), IAW ATTACHED PWS OPTION YEAR 3 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4001	EXPLOSIVE ORDNANCE DISPOSAL MOBILE UNIT EIGHT (EODMU8) LOGISTICS AND TECHNICAL SUPPORT SERVICES, ROTA (SPAIN), IAW ATTACHED PWS OPTION YEAR 4 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 5001	EXPLOSIVE ORDNANCE DISPOSAL MOBILE UNIT EIGHT (EODMU8) LOGISTICS AND TECHNICAL SUPPORT SERVICES, ROTA (SPAIN), IAW ATTACHED PWS 6-MONTH EXTENSION IAW FAR CLAUSE 52.217-8 Pricing Arrangement: Firm Fixed Price	12	Months		

Continuation of Description

Requirements
EXPLOSIVE ORDNANCE DISPOSAL MOBILE UNIT EIGHT (EODMU8) LOGISTICS AND TECHNICAL SUPPORT SERVICES, ROTA (SPAIN)

Continuation of Packaging and Marking

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: None DoDAAC: V55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: None DoDAAC: V55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: None DoDAAC: V55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: None

	DoDAAC: V55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: None DoDAAC: V55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832
Option Line Item 5001	Inspection and Acceptance Location Both Destination Instructions: None DoDAAC: V55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832

Continuation of Deliveries or Performance

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Period From 15 Sep 2026 to 14 Sep 2027 Period of Performance From 15 Sep 2026 To 14 Sep 2027	12 Months	Place of Performance DoDAAC: N55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832
Option Line Item 1001	Delivery Period From 15 Sep 2027 to 14 Sep 2028 Period of Performance From 15 Sep 2027 To 14 Sep 2028	12 Months	Place of Performance DoDAAC: N55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832
Option Line Item 2001	Delivery Period From 15 Sep 2028 to 14 Sep 2029 Period of Performance From 15 Sep 2028	12 Months	Place of Performance DoDAAC: N55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832

	To 14 Sep 2029		
Option Line Item 3001	Delivery Period From 15 Sep 2029 to 14 Sep 2030 Period of Performance From 15 Sep 2029 To 14 Sep 2030	12 Months	Place of Performance DoDAAC: N55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832
Option Line Item 4001	Delivery Period From 15 Sep 2030 to 14 Sep 2031 Period of Performance From 15 Sep 2030 To 14 Sep 2031	12 Months	Place of Performance DoDAAC: N55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832
Option Line Item 5001	Delivery Period From 15 Sep 2031 to 14 Mar 2032 Period of Performance From 15 Sep 2031 To 14 Mar 2032	12 Months	Place of Performance DoDAAC: N55568 CountryCode: ESP NAVSTA ROTA SPAIN MU - 8 COMM 34 956 82 2881 SUPPLY DEPT, BLDG 55 NAVAL STATION ROTA ROTA 11500 SPAIN LT J. Collin Hoedtke, EODMU8 Email: julian.c.hoedtke.mil@us.navy.mil Telephone: +34-956-821-832

Continuation of Accounting and Appropriation Data

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
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)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	Feb 2026		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		

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		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
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		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		

DFARS Clauses Incorporated by Full Text

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

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 2in1

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	TBD
Issue By DoDAAC	N68171
Admin DoDAAC	N68171
Inspect By DoDAAC	TBD
Ship To Code	TBD

Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) *WAWF point of contact.*

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

TBD

(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)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.233-1	Disputes. (Deviation)	Feb 2026		
52.229-6	Taxes-Foreign Fixed-Price Contracts.	Feb 2013		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.229-7005	Tax Exemptions (Spain).	Mar 2012		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.228-7006	Compliance with Spanish Laws and Insurance.	Dec 1998		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024

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 before the contract expires.

(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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend 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 66 months.

(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):

FAR Clauses: https://www.acquisition.gov/browse/index/far/

DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(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 Defense Federal Acquisition Regultion Supplement[(48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004) (Mar 2025) Deviation 2025-O0004 (Mar 2025)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003 AND 2025-O0004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate*.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

☑ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

☐ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (6) [Reserved].

☐ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

☐ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

☐ (11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

☐ (ii) Alternate I (DEC 2023) of 52.204-30.

☐ (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

☐ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (14) [Reserved].

☐ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

☐ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (17) [Reserved]

☐ (18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-6.

☐ (19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☐ (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025)(15 U.S.C. 637(d)(2) and (3)).

☐ (21)

(i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (JUN 2020) of 52.219-9.

☐ (v) Alternate IV (JAN 2025) of 52.219-9.

☐ (22)

(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219-13.

☐ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

☐ (24) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

☐ (26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

☐ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

☐ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

☐ (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

☐ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2025)(E.O. 13126).

☐ (33) [Reserved]

☐ (34) [Reserved]

☐ (35)

(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (JUL 2014) of 52.222-35.

☐ (36)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (JUL 2014) of 52.222-36.

☐ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (39)

(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (40) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐ (41)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).

☐ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).

☐ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).

☐ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).

☐ (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

☐ (47)

(i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48)

(i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

☐ (ii) Alternate I (OCT 2022) of 52.225-1.

☐ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I [Reserved].

☐ (iii) Alternate II (JAN 2025) of 52.225-3.

☐ (iv) Alternate III (FEB 2024) of 52.225-3.

☐ (v) Alternate IV (Oct 2022) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

☐ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☐ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

☐ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

☐ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

☐ (65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

☐ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

☐ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S. C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

☐ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)
(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)
(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi)
(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii)
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.219-14 Limitations on Subcontracting (DEVIATION 2021-O0008) (Feb 2026) Deviation 2021-O0008 (Feb 2023)

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

(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 subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); 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) *Limitations on subcontracting.* 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, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), 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. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(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

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

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

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from ____*(Contracting Officer to insert applicable information cited in PGI 225.372-1 (DFARS/PGI view))*.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Attachment 1- Performance Work Statement (PWS)

Attachment 2- Pricing Sheet

Attachment 3- Past Performance Information

Attachment 4- DD254 (Contract Security Classification Specification)

Attachment 5- Contract Administration Plan (CAP)

Attachment 6- Quality Assurance Surveillance Plan (QASP)

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	RFQ_Att. 1_PWS	Performance Work Statement		09 Jul 2026
02	RFQ_Att. 2_Pricing Spreadhseet			09 Jul 2026
03	RFQ_Att. 3_Past Performance Information Sheet			09 Jul 2026
04	RFQ_Att. 4_DD254_Draft	Contract Security Classification Specification (DD 254)		09 Jul 2026
05	RFQ_Att. 5_Contract Administration Plan (CAP)			09 Jul 2026
06	RFQ_Att. 6_ Quality Assurance Surveillance Plan			09 Jul 2026

Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation)	Feb 2026		

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		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.	Dec 2022		
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		

FAR Clauses Incorporated by Full Text

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered 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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *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 telecommunications equipment or services".

(d) *Representation.* The Offeror represents that-

(1) It ☐ will, ☑ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*
(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-7 Information Regarding Responsibility Matters. (Deviation) (Feb 2026)

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)

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. (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 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

General Instructions: The contract resulting from this solicitation will be a Firm Fixed Price (FFP) Purchase Order. It will be awarded as a Small Business set aside with performance to occur at Naval Station Rota (NAVSTA) Rota, Spain. The completion and submission of a quote shall indicate the quoter's unconditional agreement to the terms and conditions in this solicitation.

Award will be made to the quoter who is considered the most advantageous to the government. The intended award will consist of a one-year base period with (4) additional one-year option periods and one optional 6-month extension IAW FAR 52.217-8. ***Award is anticipated under this solicitation to be made upon initial quotes, without discussions. Accordingly, each initial quote shall be complete and without exception to any provision***.

Quotes shall be submitted electronically to the designated Contract Specialist by the time and date specified herein. Quoters must comply with the detailed instructions for the format and content of the quotes. Quotes that do not comply may be considered incomplete and may render the quoter ineligible for award.

Questions requesting clarification of the solicitation may be submitted in writing to the designated Contracting Officer and Contract Specialist only **NO LATER THAN 16 JUL 2026 AT 1200 Central European Time (Rota, ES).** Other methods of submitting questions are not authorized and will not be acknowledged. The government will make every attempt to answer all questions in a timely manner; however, questions submitted after 16 JUL 2026 AT 1200 Central European Time (Rota, ES) may not allow ample time to respond and quoters are not guaranteed a response. Quoters should anticipate that questions and responses will be posted for viewing by all other potential quoters.

Quotes shall be submitted electronically to Julius Arrascue-Pastor at julius.j.arrascue-pastor.civ@us.navy.mil and to Jorge Cubas at Jorge.Cubas.civ@us.navy.mil **NO LATER THAN 24 JUL 2026 T 1200 Central European Time (Rota, ES) .** Quotes submitted beyond the advertised due date will not be reviewed or considered for evaluation.

Quotes shall be organized into the following volumes:

Volume	Title	Page Limit
I	Technical	8
II	Past Performance	3
III	Price	No limit

Price information shall only appear in Volume III. Quoters must ensure no pricing is included under the technical or past performance volumes. Quotes that fail to include all required volumes may be deemed incomplete and may render the quoter ineligible for award without further evaluation.

1. QUOTE FORMAT

A. This section specifies the format the quoters shall use in quote submissions. The intent is not to restrict the quoters in how they will perform their proposed work, but rather to ensure a certain degree of uniformity in the format of the quotes for evaluation purposes.

B. Cover Letter: The quote shall include a cover letter which identifies all enclosures being transmitted as part of the submission. The cover letter shall reference the solicitation number and acknowledge that it transmits a quote in response to the solicitation. The cover letter shall also identify the following: the name, address, telephone and e-mail address of the quoter; the name address, telephone number, and e-mail address of the person(s) authorized to negotiate on the quoter's behalf; and the name, title, and signature of the person authorized to sign the quote. The company name, to include any DBA name where applicable, its Unique Entity ID (UEI) and Commercial and Government Entity (CAGE) Code shall be included.

*The cover page and table of contents are not included in the specified page count. No technical, past performance, or price data shall be included in the cover letter.

C. Requirements for Style: Quotes shall clearly and concisely set forth the quoter's response to the requirements of the solicitation. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective quote is not desired and may be construed as an indication of the quoter's lack of understanding of the solicitation requirements. Elaborate artwork and expensive visuals or other presentation aids are neither necessary nor desired.

D. Quotes must use Font style "Courier" or "Times New Roman" font size 12, double spaced with no less than 1-inch margins each side, top and bottom. Page limitations shall include any chart(s), diagram(s), foldouts, and/or graphic(s).

E. All pages shall include a page number. Such page numbers shall be referenced in the Table of Contents as applicable.

2. TECHNICAL CAPABILITY

The technical volume shall consist of the following items:

Subfactor 1 *- Technical Approach (8 Pages Maximum)*

- Quoters shall provide a technical approach clearly demonstrating how the Government's requirements will be met. This section shall address transition-in, staffing, training, methodology for completion of the work, and quality assurance procedures. For each tasking set noted under PWS Section 3, quotes shall outline the personnel which will be used to successfully execute the requirements. Simply stating that the quoter understands the requirement and can or will comply with the requirements will be considered inadequate.

Subfactor 2 *- Resumes* (no more than 2 pages each, will not count against the Technical Volume. The government will not read past the first 2 pages of any resumes submitted longer than 2 pages.)

- Quoters shall include a resume for each contractor personnel it intends to propose which meets or exceeds the minimum requirements set forth in the PWS. Each resume must reference the specific section(s) of the PWS tasking it intends to fulfill. A signed Letter of Intent is required for each resume quoted. Only those personnel whose resumes were reviewed during the evaluation phase may be employed by the quoter under the resultant contract. Any alternate resumes will require COR and Contracting Officer evaluation and approval prior to being included in the contract. Resumes must be clearly aligned with the requirements in terms of knowledge skills and abilities set forth in the PWS. Alternatives for minimum experience requirements will not be considered.

- Contractor shall provide certificate of completion for the OIS-R course with their quote submittal.

- Contractor shall provide certificate of completion for the ELMS Commodity Manager Online course with their quote submittal.

- Contractor shall provide certificate of completion for the OIS-R course with their quote submittal.

- Contractor shall provide certificate of completion of AHA First Aid/CPR/AED with their quote submittal.

3. PAST PERFORMANCE:

The past performance volume shall be no longer than 6 pages.

The quoter shall provide not more than three examples of past performance under a federal contract or private sector contract that show recent and relevant past performance in which the work performed was similar in scope and complexity to the requirements described in the PWS. Only three past performance examples will be evaluated; any additional examples beyond the first three submitted will not be evaluated. The past performance is considered recent if it was performed within the past five years from the solicitation close date. Submit the past performance examples in accordance with the past performance data sheet attachment (RFQ Attachment 3) as included under 'List of Contract Documents, Exhibits or Attachments' table, herein. Each example shall not exceed two (2) pages in total.

4. PRICING

Prices will be evaluated on the basis of price analysis and fair and reasonableness in accordance with 52.212-2. The Contracting Officer has determined that certified cost or pricing data is not required for this solicitation. If, after receipt of quotes, the Contracting Officer determines that there is insufficient information available to determine price reasonableness, the quoters may be required to submit other than cost or pricing data.

Quoters shall submit a completed the 'Pricing Spreadsheet' as included in the attachments, herein (RFQ Attachment 2). Please note, quoters shall provide the basic elements considered when developing its overall price on a separate tab in the 'Pricing Spreadsheet'

Evaluation - Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

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

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

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

******SEE ADDENDUM******

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The 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 Evaluation - Commercial Product and Commercial Services

The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

To be eligible for award, the quoter must fully comply with "52.212-1 Instructions to Qfferors" section above and sufficiently address all solicitation requirements. As such, quotes that take exception to any term or condition of this solicitation, propose any additional term or condition, or omit any required information, may not be considered for award. Alternate quotes are NOT authorized and will be rejected.

To be considered eligible for award, each quoter must submit a single quote that contains a complete and accurate response to the requirements of this solicitation. The Government will accept only one quote.

1. Factor I - Technical Evaluation Criteria

Factor I represents minimum acceptable criteria. Quoters' technical information will be used to determine whether the services quoted meet the specifications included in this solicitation. Each subfactor, as provided in the quoters' technical information, will be evaluated as technically acceptable or technically unacceptable.

The Government will first verify that the quoter possesses an active Secret facility security clearance. This requirement will be evaluated on a Pass/Fail basis. Quoters who fail to provide verifiable evidence of an active Secret clearance at the time of proposal submission will receive a rating of 'Fail' and will be excluded from further evaluation and consideration for award (see RFQ Attachment 4 - DD254, for contract security classification specification).

Subfactor 1: Technical Approach - The government will evaluate the degree to which the technical approach demonstrates a thorough understanding of the requirements of the Performance Work Statement (RFQ Attachment 1- PWS) and provides a viable plan and means for successful completion, including transition-in, staffing, training, methodology for completion of the work, and quality assurance procedures.

Subfactor 2: Resumes - The evaluation will consider recent, relevant experience and qualifications of the quoter's proposed personnel, and the extent to which the quoter has demonstrated their proposed personnel are qualified to perform the services detailed in the PWS. While only 'required' elements as indicated under PWS Section 3 need to be met to be considered 'Technically Acceptable', the more 'preferred' elements included in each resume may render the proposal more advantageous to the government.

"Recent" as it relates to resumes is considered experience performed no longer than 3 years prior to the posting of this solicitation.

Quoters must be rated technically "Acceptable" for each sub-factor listed above to receive an overall technically "Acceptable" rating in order to be further evaluated for Past Performance (Factor II) and Price (Factor III). Failure to meet technically acceptable standards in any sub-factor may result in a finding of technically "Unacceptable" and will not be further considered for award.

RATING	DESCRIPTION
Acceptable	Quote meets the requirements of the solicitation
Unacceptable	Quote does not meet the requirements of the solicitation

2. Factor II: Past Performance Evaluation Criteria

The purpose of the past performance evaluation is to allow the Government to assess the Quoter's ability to perform the requirement described in this RFQ, based on the Quoter's demonstrated present and past performance. In evaluating a Quoter's past performance, the Government will use the Past Performance Information Sheets (RFQ Attachment 4) and may consider information from sources outside the Quoter's proposal. These considered sources will be held to the same parameters of evaluation as the Quoter's provided past performance information. The Government may review the Contractor Performance Assessment Reporting System (CPARS) ratings on other relevant contracts and may also consider Past Performance Information Retrieval System (PPIRS) ratings, regulatory agency

databases, and other existing past performance information contained in either local or other databases, or from other Government sources or non-Government sources. General trends in a contractor's performance may also be considered.

The Government reserves the right to contact references provided by the Quoter, and otherwise verify statements and representations made in the Quoter's proposal but also reserves the right not to contact all references.

Each Past Performance effort will be evaluated initially for Recency and Relevancy. Once Recency and Relevancy are determined, the quote will be evaluated using an overall Confidence Assessment.

The first part of the evaluation is to evaluate the ***recency*** of the contractor's past performance. Past performance will be considered recent if the work was performed within five (5) years before the RFQ release date. Recency will be evaluated as "Recent" or "Not Recent". Past performance information considered "Not Recent" will not be further evaluated for the Past Performance factor.

The second part of the evaluation is to evaluate the ***relevance*** of the quoter's past performance. The Government will evaluate the relevancy as "Relevant" or "Not Relevant". Relevancy refers to the extent to which the quoter's past performance is similar to the current requirement in terms of scope, magnitude and complexity. Scope is defined as the type of work being performed. Magnitude is considered the dollar value and breadth of the work performed. Complexity is considered the level of difficulty, technical requirements and challenges involved in the work.

Past Performance Confidence Assessment:

The overall assigned rating for past performance will be the Past Performance Confidence Assessment rating, defined in the table below. The assignment of this rating will be based on the overall quality of the recent and relevant past performance and will also consider the source of the information, the context of the data, and general trends in the quoter's performance.

The quality of performance under a past performance reference that has no relevance to the requirement will not be considered in the overall assessment of past performance confidence. Evaluation will focus only on work already performed. Work yet to-be performed and work prior to the last five years as of the release date of this solicitation will not be considered. In addition, performance data will only be assessed for those references demonstrating at least one year of completed performance prior to the closing date of this solicitation.

RATING	**DEFINITION**
Substantial Confidence	Based on the quoter's recent/relevant performance record, the government has a high expectation that the contractor will successfully perform the required effort.
Satisfactory Confidence	Based on the quoter's recent/relevant performance record, the government has a reasonable expectation that the contractor will successfully perform the required effort.
Limited Confidence	Based on the quoter's recent/relevant performance record, the government has a low expectation that the contractor will successfully perform the required effort.
No Confidence	Based on the quoter's recent/relevant performance record, the government has no expectation that the contractor will successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the contractor's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

In the case of a Quoter without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Quoter may not be evaluated favorably or unfavorably on past performance. Therefore, the Quoter shall be determined to have unknown (or "neutral") past performance.

In evaluating past performance, the Government will give greater consideration to information on those contracts deemed most relevant to the effort described in this RFQ.

3. Factor III - Price Evaluation

The government will evaluate price IAW FAR 12.203(3). The Government will calculate quoters' total evaluated price by summing the base period CLINs plus the sum of any option period CLINs (Attachment 2- Pricing Sheet). The evaluation will not bind the Government to the exercise of any CLINs. This total evaluated price will be used to determine the most advantageous quote to the Government. The contracting officer will determine price reasonableness IAW FAR 12.204(a).

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
52.222-50	Combating Trafficking in Persons. (Deviation)	Feb 2026		
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		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.229-7013	Tax Exemptions (Spain)-Representation.	Apr 2012		
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024

FAR Clauses Incorporated by Full Text

52.204-26 Covered Telecommunications Equipment or Services-Representation. (Oct 2020)

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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 telecommunications equipment or services".

(c)
(1) *Representation.* The Offeror represents that it ☐ does, ☑ does not provide covered 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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☑ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(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://acquisition.gov/

(End of provision)