AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
U	1		55

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0002	30 Jul 2026	See Continuation Sheet	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NAVFACSYSCOM PACIFIC 258 MAKALAPA DR STE 100, JBPHH HI 96860-3134 JBPHH, HI 96860-3134 UNITED STATES Amber Mori, Email: amber.i.mori.civ@us.navy.mil	N62742	SCD: PAS:	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	☒	N6274226R1801
		9B. DATED *(SEE ITEM 11)*
		16 Jul 2026
	☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

See Section G - Contract Administration Data

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See Schedule

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Block 14 (Description of Amendment/Modification): The purpose of this Amendment is to incorporate revisions to the solicitation as identified below.

A. Section I:

The following clause is Incorporated by Reference:

1. FAR 52.236-7 Permits and Responsibilities (FEB 2026) (DEVIATION 2026-O0038)

The following clauses are Incorporated by Full Text:

1. FAR 52.219-14 Limitations on Subcontracting (FEB 2023) (DEVIATION 2021-O0008)
2. FAR 52.243-7 Notification of changes (FEB 2026) (DEVIATION 2026-O0038)
3. DFARS 252.227-7989 Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services (FEB 2026) (DEVIATION2026-O0036)

The following clauses are removed:

1. FAR 52.219-14 Limitations on Subcontracting (FEB 2026) (DEVIATION 2026-O0038)
2. FAR 52.222-9 Apprentices and Trainees (MAR 2025) (DEVIATION 2025-O0003)
3. FAR 52.232-16 Progress Payments (FEB 2026) (DEVIATION 2026-O0038)
4. FAR 52.232-25 Prompt Payment (JAN 2017)
5. FAR 52.233-3 Protest after Award (FEB 2026) (DEVIATION 2026-O0038)
6. FAR 52.243-2 Changes-Cost-Reimbursement (FEB 2026) (DEVIATION 2026-O0038)
7. DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (Alternate I) (SEP 2014)
8. DFARS 252.232-7004 DoD Progress Payment Rates (OCT 2014)
9. DFARS 252.237-7023 Continuation of Essential Contractor Services (OCT 2010)

B. Section J:

The following J Attachments are revised:

1. J.7 Cost Model
2. J.8 Specialized Recent Project/Contract Experience Information
3. J.9 Workload Experience Form
4. J.10 Offerors Key Personnel Experience/Qualifications

C. Section K:

The following provision is Incorporated by Reference:

1. DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

D. Section L: Section L is revised. Changes are annotated by red font.

The following clauses are revised:

1. FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Alternate III) (OCT 1997)
2. DFARS 252.215-7012 Requirements for Submission of Proposals via Electronic Media (JAN 2018)

The following clauses are removed:

1. FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (FEB 2026) (DEVIATION 2026-O0038
2. FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Alternate II) (OCT 1997)
3.FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (FEB 2026) (DEVIATION 2026-O0038)
4. DFARS 252.215-7993 Proposal Adequacy Checklist (MAR 2026) (DEVIATION 2026-O0048)
5. DFARS 252.237-7024 Notice of Continuation of Essential Contractor Services (OCT 2010)

E. Section M: Section M is revised. Changes are annotated by red font.

F. Questions and Government responses for Questions #3 - #26 are provided.

G. All other sections/attachments remain unchanged.

Section I - Contract Clauses

Additional Information/Notes

The following clauses were added:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.236-7	**Permits and Responsibilities. (Deviation 2026-O0038)**	**Feb 2026**		

FAR Clauses Incorporated by Full Text

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)

52.243-7 Notification of Changes. (Deviation 2026-O0038) (Feb 2026)

NOTIFICATION OF CHANGES (FEB 2026) (DEVIATION 2026-O0038)

(a) *Definitions.*

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has designated by written notice (a copy shall be provided to the Contractor) that shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 1 (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 5 (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) of paragraph (d) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments*.
(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.227-7989	**Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036)**	**(Feb 2026)**	**Deviation 2026-O0036**	**(Feb 2026)**

RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, ANDCOMPUTER SOFTWARE DOCUMENTATION--OTHER THAN COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES(DEVIATION 2026-O0036) (FEB 2026)

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

"Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(1) Has been sold, leased, or licensed to the public;

(2) Has been offered for sale, lease, or license to the public;

(3) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(4) Satisfies a criterion expressed in paragraph (1), (2), or (3) of this definition and would require only minor modification to meet the requirements of this contract.

"Computer database" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

"Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort, rather than to directly furnish an end item or service to accomplish a program or effort, provided that the contractor--

(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(2) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

"Developed" means--

(1) (Applicable to technical data other than computer software documentation.) An item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(2) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(3) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(4) Computer software documentation the contractor must deliver under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

"Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a Government contract, or any combination thereof.

(1) Private expense determinations should be made at the lowest practicable level.

(2) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at Government, private, or mixed expense.

"Developed exclusively with Government funds" means development was not accomplished exclusively or partially at private expense.

"Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Generated" means, with regard to technical data or computer software, first created in the performance of this contract.

"Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation for commercial purposes or authorize others to do so.

"Government purpose rights" means the rights to--

(1) Use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation within the Government without restriction; and

(2) Release or disclose technical data, computer software, or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data or software for United States Government purposes.

"Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(1) The reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

(A) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(B) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(2) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(3) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

"Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

"Other than commercial computer software" means software that does not qualify as commercial computer software under the definition of "commercial computer software" of this clause.

"Restricted rights" apply only to other than commercial computer software and mean the Government's rights to--

(1) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(2) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(3) Make a reasonable number of copies of the computer software required for the purposes of safekeeping (archive), backup, modification, or other activities authorized in paragraphs (1), (2), (4) and (5) of this definition;

(4) Modify computer software provided that the Government may--

(i) Use the modified software only as provided in paragraphs (1) and (3) of this definition; and

(ii) Not release or disclose the modified software except as provided in paragraphs (2) and (5) of this clause;

(5) Use, modify, reproduce, perform, display, or release or disclose the computer software, and permit contractors, subcontractors, or covered Government support contractors to do so, for purposes set forth in subparagraph (i) of this paragraph, subject to the conditions set forth in subparagraphs (ii) of this paragraph:

(i)(A) In performance of service contracts (see FAR 37.101), to diagnose and correct deficiencies, to modify the software to enable a computer program to be combined with, adapted to, or merged with other computer programs, or when necessary to respond to urgent tactical situations, provided that the Government notifies the party which has granted restricted rights that any such release or disclosure to particular contractors or subcontractors was made;

(B) To perform emergency repairs or overhaul of items or components procured under this or a related contract, when necessary to perform such repairs or overhaul; or

(C) For the management and oversight of a program or effort by a person authorized to receive restricted rights computer software, including in the performance of covered Government support contracts.

(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(C) Any use, modification, reproduction, performance, display, release, or disclosure of the computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.

"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.

"Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data, computer software, or computer software documentation in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Applicability*. (1) Except as provided in paragraph (b)(2) of this clause--

(i) This clause governs all technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense;

(ii) This clause governs all other than commercial computer software or other than commercial computer software documentation; and

(iii) The clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense.

(2) The clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are SBIR/STTR data.

(c) *Rights in technical data and computer software*. The Contractor grants or shall obtain for the Government the following royalty free, worldwide, nonexclusive, irrevocable license rights:

(1) *Unlimited rights*. The Government shall have unlimited rights in technical data, computer software, or computer software documentation that are--

(i) Data related to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Technical data created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Technical data necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Government-furnished corrections or changes to--

(A) Technical data furnished to the Contractor by the Government; or

(B) Computer software or computer software documentation;

(vii) Data, computer software, or computer software documentation that is publicly available or previously released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data, computer software, or computer software documentation in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations;

(ix) Data furnished to the Government, under this or any other Government contract or subcontract, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired; or

(x) Computer software developed exclusively with Government funds;

(xi) Computer software documentation the contractor must deliver under this contract; or

(xvii) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights*. (i) The Government shall have government purpose rights for a 5-year period, or such other period as may be negotiated, in technical data or computer software--

(A) Related to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data or software as provided in paragraphs (c)(1)(ii), (c)(1)(iv) through (c)(1)(ix), and (c)(1)(xii) through (c)(1)(x)(v)(i) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The 5-year period, or such other period as may have been negotiated, shall begin upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes, development of the computer software, or creation of the data described in paragraph (c)(2)(i)(B) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the technical data or computer software.

(iii) The Government will not release or disclose technical data or computer software in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient completes the nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the data or software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data or computer software in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (g)(3) of this clause.

(3) *Limited rights*. (i) Except as provided in paragraphs (c)(1)(ii) and (c)(1)(iv) through (c)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Related to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (g) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government will require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all technical data for which the Government has been granted additional rights and specifies those additional rights.

(iv) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose limited rights data to covered Government support contractors;

(B) The Government will notify the contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the limited rights legend may--

(1) Require each covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding use of the data; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(4) *Restricted rights*. (i) The Government shall have restricted rights in other than commercial computer software the contractor must deliver, or that is otherwise provided, to the Government under this contract that was developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in other than commercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all other than commercial computer software for which the Government has been granted additional rights and specifies those additional rights.

(iii) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose restricted rights computer software to covered Government support contractors;

(B) The Government will notify the Contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the restricted rights legend may--

(1) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the software; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(5) *Specifically negotiated license rights*. The standard license rights granted to the Government under paragraphs (c)(1) through (c)(4) of this clause, including the period during which the Government shall have government purpose rights in technical data or computer software, may be modified by mutual agreement but shall not provide the Government lesser rights than provided in the definition of "limited rights" or restricted rights" of this clause. Any negotiated rights shall be identified in a license agreement made part of this contract.

(6) *Prior government rights*. Technical data or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless--

(i) The parties have agreed otherwise; or

(ii) The restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data or software have expired or no longer apply.

(7) *Release from liability*. The Contractor agrees to release the Government from liability for any authorized release or disclosure of technical data or computer software made in accordance with this clause or any negotiated license agreement. This release from liability for the Government also applies to releases or disclosures made by a third party who received the data or software from an authorized recipient. For any unauthorized use or disclosure by such third parties of technical data or computer software marked with restrictive legends, the Contractor agrees to seek relief solely from that party.

(d) *Contractor rights in technical data and computer software*. The Contractor retains all rights not granted to the Government.

(e) *Third party copyrighted data and software*. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data or software in the technical data or computer software the contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the appropriate scope set forth in paragraph (c) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(f) *Identification and delivery of data to be delivered with restrictions on use, release, or disclosure*. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (f)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data or software with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, the Contractor may identify other assertions after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. The Contractor shall submit such identification and assertions to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data or software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted--

Technical Data or Computer Software to be Furnished With Restrictions[1]	Basis for Assertion[2]	Asserted Rights Category[3]	Name of Person Asserting Restrictions[4]
(LIST)	(LIST)	(LIST)	(LIST)
	═══	═══	═══

[1] If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

[2] Generally, the development of an item, component, process, or computer software at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software or technical data related to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

[3] Enter asserted rights category (e.g., rights in SBIR/STTR data generated under another contract, limited rights, restricted rights, or government purpose rights under this or a prior contract, or specifically negotiated licenses).

[4] Corporation, individual, or other person, as appropriate.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.

(g) *Marking requirements*. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software the Contractor must deliver under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (g)(7) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (g)(3) of this clause; the limited rights legend at paragraph (g)(4) of this clause; the restricted rights legend at paragraph (g)(5) of this clause; the special license rights legend at paragraph (g)(6) of this clause; and a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions*. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data or computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. For software that will or might be used in combat or situations that simulate combat conditions, the contractor shall not insert instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data or computer software or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Omitted markings*. (i) Technical data or computer software delivered or otherwise provided under this contract without restrictive markings will be presumed to have been delivered with unlimited rights. To the extent practicable, if the Contractor has requested permission (see paragraph (g)(2)(ii) of this clause) to correct an inadvertent omission of markings, the Contracting Officer will not release or disclose the technical data or computer software pending evaluation of the request.

(ii) The Contractor may request permission to have conforming and justified restrictive markings placed on unmarked technical data or computer software at its expense. The request must be received by the Contracting Officer within 6 months following the furnishing or delivery of such technical data or computer software, or any extension of that time approved by the Contracting Officer. The Contractor shall--

(A) Identify the technical data or computer software that should have been marked;

(B) Demonstrate that the omission of the marking was inadvertent, the proposed marking is justified and conforms with the requirements for the marking of technical data or computer software contained in this clause; and

(C) Acknowledge, in writing, that the Government has no liability with respect to any disclosure, reproduction, or use of the technical data or computer software made prior to the addition of the marking or resulting from the omission of the marking.

(3) *Government purpose rights markings*. Technical data or computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____
Expiration Date ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data or computer software are restricted by the government purpose rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(4) *Limited rights markings*. Data delivered or otherwise furnished to the Government with limited rights shall be marked as follows:

LIMITED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by the limited rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(5) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked as follows:

RESTRICTED RIGHTS

Contract Number ____

Contractor Name ____

Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by the restricted rights license in the DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(6) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data or software are restricted by Contract Number *[Insert contract number]* ____, *License Number [Insert license identifier]* ____. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(5) of this clause).

(7) *Preexisting data or software markings*. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.

(h) *Contractor procedures and records*. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(i) *Removal of unjustified and nonconforming markings*--(1) *Unjustified technical data markings*. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Asserted Restrictions clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data or computer software markings*. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within 60 days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(j) *Relation to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(k) *Limitation on charges for rights in technical data, computer software, or computer software documentation*. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data, computer software, or computer software documentation the Contractor must deliver under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data or software are available to the public without restrictions.

(2) The limitation in paragraph (k)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, computer software, or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data, computer software, or computer software documentation will be delivered.

(l) *Applicability to subcontractors or suppliers*. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, and the identification, assertion, and delivery processes of paragraph (f) of this clause are recognized and protected.

(2)(i) Except as provided in paragraph (l)(2)(ii) of this clause, the Contractor shall include this clause in any subcontract or contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This requirement applies to technical data or software related to other than commercial products or commercial services, or related to commercial products or commercial services developed in any part with Government funds. The Contractor shall also require its subcontractors and suppliers to include this clause, without alteration except to identify the parties, in any contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This clause will govern the technical data related to an other than commercial product or service or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and the clause at 252.227-7990 will govern the technical data related to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to expand or reduce the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data, computer software, or computer software documentation.

(ii) The Contractor shall use the clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, to govern technical data, computer software, or computer software documentation that is SBIR/STTR data.

(3) Technical data, computer software, or computer software documentation a subcontractor or supplier must deliver shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data or software directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use the award of a contract as economic leverage to obtain rights in technical data, computer software, or computer software documentation from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data, computer software, or computer software documentation as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

The following clauses were deleted:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date

52.222-9	**Apprentices and Trainees. (DEVIATION 2025-O0003)**	**Feb 2026**	**Deviation 2025-O0003**	**Mar 2025**
52.232-25	**Prompt Payment.**	**Jan 2017**		
52.233-3	**Protest after Award. (Deviation 2026-O0038)**	**Feb 2026**		
52.243-2	**Changes-Cost-Reimbursement. (Deviation 2026-O0038)**	**Feb 2026**		

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-

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

[X] 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 protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege 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)

52.232-16 Progress Payments. (Deviation 2026-O0038) (Feb 2026)

Progress Payments (Feb 2026) (Deviation 2026-O0038)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) *Title.*

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) *Property,* as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports, forms, and access to records.*

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.*

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its *Alternate I* for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the __TBD_ day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (Alternate I)	Sep 2014	Alternate I	Sep 2014
252.232-7004	DoD Progress Payment Rates.	Oct 2014		

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 TBD, Mission-Essential Contractor Services, dated TBD.

(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)

Section K - Representations, Certification, & Other Statements

The following clauses were added:

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government.	Jun 1995		

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

Miscellaneous text in this section has been modified to:

L1 NUMBER OF COPIES/CONTENT/TIME OF RECEIPT FOR PROPOSALS

1. The Cost Proposal (Volume I) and Non-Cost Proposal (Volume II) shall be submitted in separate binders, tabbed appropriately, and must include a cover page with the name of the prime contractor, addresses, phone and fax numbers, email addresses, solicitation number, and point of contact.

2. **VOLUME I** - COST PROPOSAL: An original plus one (1) paper copy ~~and one (1) electronic copy (CDROM)~~ of the cost proposal shall be submitted no later than the date and time provided in Block 9 of the Standard Form 33, "Solicitation, Offer, and Award", in a sealed envelope and marked in the bottom right corner "COST PROPOSAL SUBMITTED UNDER RFP N62742-26-R-1801- DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The cost proposal shall be submitted in a three-ring binder with a table of contents and shall be tabbed. The proposal shall be typewritten, using 11 point font size. One (1) electronic copy (CDROM) of the cost proposal may be submitted with the paper copy. **There is no page limitation for Volume I.**

Electronic submission of proposals is authorized for proposal revisions only, if specifically requested by the Government in accordance with FAR 4.002.

a. Organization of Cost Proposal

SECTION I - STANDARD FORM 33

Tab 1 - Signed and completed Standard Form (SF) 33 (Solicitation, Offer and Award) and Amendments (if applicable)

Tab 2 - Joint Venture (JV), Limited Liability Companies (LLC), Limited Partnerships (LTD) (if applicable)

Tab 3 - Representations and Certifications (Section K)

SECTION II - COST AND RELATED INFORMATION

Tab 1 - Cost Proposal with supporting documentation

Tab 2 - Cost model information

Tab 3 - Contractor Business Systems

SECTION III - APPENDICES

Appendix A - Direct Labor and Indirect Rate Forward Pricing Agreements

Appendix B - Uncompensated Overtime

Appendix D - Pre-award Survey Information

b. Cost Proposal Submittal Requirements:

SECTION I - STANDARD FORM 33

Tab 1 - Signed and completed Standard Form (SF) 33 (Solicitation, Offer and Award). Complete Blocks 12 through 18. Period of validity of the Offeror's proposal in Block 12 shall be at least 150 calendar days. Amendment acknowledgements shall be included (if applicable).

Tab 2 - Joint Venture (JV), Limited Liability Companies (LLC), Limited Partnerships (LTD) (if applicable). JVs, and LLCs and LTDs shall submit the following additional documentation regarding their business entities:

a. A copy of the executed Teaming, JV, LLC and/or LTD agreements.

b. A detailed statement signed by the appropriate individual(s) of each firm outlining the following in terms of percentages where appropriate:

1. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing. Clearly identify the expected relationship, role and responsibility between the firms or of the subcontractor or other entity (type and proportion of work to be performed) (including an explanation of the meaningful involvement that the entity will have in performance of this contract).

2. The management approach in terms of who will conduct, direct, supervise, and control; and the controlling partner's authority to obligate the entity.

3. The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.

4. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).

5. Set forth procedures to be followed in the event the entity is dissolved due to unforeseen circumstances such as the bankruptcy of a member.

c. A list of partners/parties, to include company name, Unique Entity Identifier (UEI) and CAGE Numbers, Address, Point of Contact, Email address, phone number and facsimile number.

Tab 3 - Representations and Certifications (See Section K).

SECTION II - COST AND RELATED INFORMATION

The Cost submission shall include the following attachments provided in the Section J:

J.1&J.1A	Direct Labor Bid Bill and Escalation
J.2	Identification of Uncompensated Overtime Ratios

J.3	Indirect Ceiling Rates and Fee Application
J.4	Distribution of Work Form
J.5	Service Contract Labor Standards and Construction Wage Rate Requirements Ceiling Labor Rates
J.6	Proposed, Historical, and Year-to-Date Indirect Rates
J.7	Cost Model Work Sheet
J.7A	Cost Model Summary Sheet

Notes:

(1) **A separate rate sheet for all J-Attachments shall be submitted by the prime, each JV member, and each cost reimbursable subcontractor.** If the Offeror is a JV and the JV members are proposing separate rates, separate rate sheets must be provided by each member. One submittal may be submitted for the JV entity only if the JV has an established separate cost center for the JV entity with an adequate accounting system for a cost reimbursement contract.

(2) Provide a description of the efforts to be subcontracted and the type, fixed price or cost reimbursable. Offerors shall submit cost reimbursable Subcontractor information in the same level of detail as provided by the Offeror. Subcontractor information may be submitted separately for proposal purposes. However, it is noted that Attachment J.1 (Direct Labor Bid Bill and Escalation), Attachment J.2 (Identification of Uncompensated Overtime Ratios), Attachment J.3 (Indirect Ceiling Rates and Fee Application), and Attachment J.5 (Service Contract Labor Standards and Construction Wage Rate Requirements Ceiling Labor Rates) for each cost reimbursable Subcontractor will be incorporated into any resulting Contract.

(3) The Cost Summary worksheets (Section J) illustrate a sample format of the type of cost breakdown detail requested. Offerors shall submit the supporting cost data in the same format for the base year, all option years, and the service extension. The offeror is responsible for the accuracy and completeness of the Cost Summary worksheets, including formulas. Offerors shall not deviate from the basic format of the forms identified in this solicitation. However, Offerors may adjust columns, rows and cost elements under J Attachments to be consistent with their cost accounting systems. Provide supporting worksheets and narrative explanations to fully explain the basis and rationale for the proposed amounts.

NOTE: SCA - Service Contract Labor Standards

DBA - Construction Wage Rate Requirements

Tab 1 - COST PROPOSAL WITH SUPPORTING DOCUMENTATION

a. DIRECT COSTS

Attachment J.1/J.1A - Direct Labor Bid Bill and Escalation. Offerors shall provide Company Equivalent Labor Category and Source information, and propose labor rates for all positions listed on Attachment J.1/J.1A. If a listed position is not currently employed, a market rate shall be provided. Offerors shall not edit (add/delete) the contract labor categories indicated. If it is determined that a specific labor category is required in performance of a task order, it may be negotiated by the Contracting Officer separately and incorporated into the basic contract. Labor categories listed are for exempt employees, supervisory, and specialty UXO personnel. Service Contract Labor Standards (SCA) or Construction Wage Rate Requirements (DBA) labor categories are not included. See Section J, Attachment J.5 - Service Contract Labor Standards and Construction Wage Rate Requirements Ceiling Labor Rates.

Attachment J.1 - Labor Bid and Billing Rate Submission. Offerors shall propose provisional bid and ceiling rates for use in negotiating baseline costs and maximum ceilings for Direct Labor for each contract period. **Ceiling rates shall not exceed 15% above the proposed provisional rate for each contract period.** See Section H for additional information. The provisional rates will be used for negotiating task orders, and rates billed against specific task orders will be based on the actual labor rates in effect, not to exceed the ceiling rates established under Attachment J.1 of the contract. The

provisional bid and ceiling rates proposed and submitted with the RFP shall be utilized for each corresponding contract period.

Offerors shall provide the basis for proposed labor rate ceilings, such as whether the base rates were based on actual individual rates for key personnel, average or weighted rates for current employees, forward pricing rates, market sources such as Bureau of Labor Statistics or salary.com, or the Offeror's estimate, etc. If a composite labor rate is utilized or a labor rate is prorated over fiscal years, provide the specific details/calculations used to determine the rate. If forward pricing rates apply, provide a copy in Appendix A. Any deviation from forward pricing rates, current actual rates for individuals, etc. shall be clearly documented. Note the percent markup used on the base rates to arrive at the proposed ceiling rate for each labor category. Complete Attachment J.1 showing the base rate for each labor category, percentage markup for each labor category and ceiling rate for each contract period.

Where it is determined necessary to utilize a specific individual on this contract whose actual labor rate exceeds the established ceiling, the Contractor will be required to obtain prior written approval by the Contracting Officer. In the event that such approval is not properly obtained, the Government will only be required to reimburse the Contractor at the ceiling rate.

Shown below is a **sample** entry for Attachment J.1, Labor Bid and Billing Rate Submission:

Contract Labor Category	**Company Equivalent Labor Category**	**Source**	**Base Year Individual or Average Bid Level Rate**	**Percent Mark-Up for Direct Labor Ceiling Rate**	**Base Year Maximum Ceiling Rate for Billing Purposes**
Project Manager	Program Manager I,	Individual Rate (Jane Doe)	$000	0%	$000
Sr Project Engineer	Engineer IV	2012 Avg. Rate	$000	0%	$000
Word Processor	Word Processor	Market Rate	$000	0%	$000

Attachment J.1A - Direct Labor Rate Escalation Submission. Attachment J.1A reflects the escalation rate applied to the direct labor bid rate for each contract period. No additional escalation will be applied to the provisional rates when option years are exercised; therefore, Offerors should factor escalation into their provisional rates for all contract periods. Offerors shall provide the basis and supporting documentation (i.e. escalation forecasts) for any proposed/projected escalation and the assumptions used: forecast source (such as Global Insight), index used (index number and title), calculations (index values used: base and projected values), and dates used (month and year of applicable index numbers).

Shown below is a **sample** entry for Attachment J.1A, Direct Labor Rate Escalation Submission:

Contract Labor Category	Company Equivalent Labor Category	Source	Base Year Individual or Average Bid Level Rate	Escalation Factor Applied to Option Year 1	Option Year 1 Individual /Average Bid Level Rate
Project Manager	Program Manager I	Individual Rate (Jane Doe)	$000	0%	$000
Sr Project Engineer	Engineer IV	2012 Avg. Rate	$000	0%	$000
Word Processor	Word Processor	Market Rate	$000	0%	$000

Attachment J.2 - Identification of Uncompensated Overtime Ratios. If proposing uncompensated overtime for employees listed in Attachment J.1/J.1A, Offerors shall complete Attachment J.2 for affected employees. See below Section III - Appendices, Appendix C - Compensation Plan for Professional Employees for additional proposal requirements.

Attachment J.5 - Service Contract Labor Standards and Construction Wage Rate Requirements Ceiling Labor Rates. Offerors shall propose ceiling rates for Service Contract Labor Standards and Construction Wage Rate Requirements on Attachment J.5. As applicable, SCA and DBA wage determinations will be included in individual task orders. The proposed bid and bill rates for SCA and DBA labor shall be equal to or greater than the minimum wage determination rates specified in the Department of Labor (DOL) Wage Determination incorporated in the task order, but shall not exceed the maximum percent proposed/accepted in Attachment J.5.

b. INDIRECT COSTS (FRINGE BENEFITS, OVERHEAD, GENERAL & ADMINISTRATIVE (G&A), etc.)

Attachment J.3 - Indirect Ceiling Rates and Fee Application. Offerors shall show base indirect rates utilized to comprise proposed indirect rate ceilings The indirect ceiling rates proposed will be the maximum allowable rates that can be proposed or billed under task orders issued during the ordering period. Indirect rates proposed for individual task orders may be less and should be in accordance with the Offeror's disclosed estimating system practices and, if applicable, forward pricing rate agreements. Additionally, should actual rates experienced during performance of the contract be lower than the ceiling rates shown, actual rates will be billed. The indirect rate ceilings will be incorporated into the awarded contract as stated under Section H.

(1) Offerors are to provide the following: (i) Detailed narrative explanation of the indirect pool and application base that each indirect rate is applied to; (ii) copies of any Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendation (FPRR), etc. with the Government; or (iii) Historical information pertaining to the latest three (3) complete Fiscal Years (FY) indirect rates to include: indirect pool and base account descriptions, dollar amounts, and computed rates. If the proposed rates are significantly different than the past three years of historical rates, provide the estimating rationale or reasons for the differences. State whether the proposed rates include the impact of this contract.

(2) Indirect Ceiling Rates: Offerors shall provide ceiling rates for each indirect rate proposed and submit the basis and rationale as to how these ceiling rates were derived.

(3) For Joint Venture arrangements with no historical data, describe the nature of the indirect/support costs anticipated and the basis for estimate. For cost control, the Government is seeking to establish maximum or ceiling rates for each separate indirect rate category. For Joint Ventures, the Government is seeking to establish maximum, or ceiling rates, for the **Joint Venture entity, as well as the individual members comprising the Joint Venture**. Provide the basis and supporting documentation for each rate.

(4) Offerors shall propose indirect rates, expense pools, and bases consistent with the structure of their established accounting practices. Pool expenses shall not include unallowable costs identified in FAR Part 31. The Government will not accept discounted indirect rates as it may pose a risk that the Offeror will be unable to provide the services for the proposed costs. Indirect rates will be analyzed to ensure compliance with cost realism.

(5) The Fixed Fee Percentage (%) shall reconcile to Attachment J.3 (Indirect Rate Ceilings and Fee Application). Fixed Fee shall not be allowed on Equipment (Contractor - Acquired Property), Travel, Facilities Capital Cost of Money (FCCOM), Taxes, and Fee on cost reimbursable subcontractor's costs at any tier. The Fixed Fee Percentage (%) shall remain constant and shall not fluctuate from period to period, and shall not exceed 7.0%.

Attachment J.4 - Distribution of Work Form. Offerors shall provide the percentage of work expected to be performed by the prime, each Joint Venture member, and/or any cost reimbursable subcontractor. NOTE: Proposed percentages shall reconcile to Attachment J.7A Cost Model Summary Sheet.

Attachment J.6 - Proposed, Historical, and Year-to-Date Indirect Rates. For Offerors unable to provide the information required under Attachment J.3 above, Offerors shall complete Attachment J.6, which illustrates a sample format that may be edited to be in accordance with their established accounting practices. Attachment J.6 should correspond to rates proposed in Attachment J.3 (Indirect Ceiling Rates and Fee Application). Offerors shall provide the following: (i) latest complete three (3) years indirect rates; (ii) current year to date indirect rates; and (iii) explain any appreciable changes in business volume, which materially affect the proposed burden rate(s). State whether the proposed rates include the effect of this contract.

Tab 2 - COST MODEL INFORMATION ATTACHMENTS J.7 & J.7A

Attachment J.7 - Cost Model Work Sheet. Offerors shall complete Attachment J.7 in its entirety (all labor categories) and shall not edit (add/delete) the contract labor categories indicated. A separate Attachment J.7 shall be completed by the prime, each JV member, and each cost reimbursable subcontractor in its entirety for each contract period. Additionally, if multiple cost centers will be used in the performance of this contract, a completed cost model shall be submitted for each cost center. (Note: If a JV has an established separate cost center for the JV entity with an adequate accounting system for a cost reimbursement contract (FAR 16.301-3), one form may be submitted for the JV entity).

(1) Offerors shall not edit the Government-mandated costs associated with Other Direct Costs (ODC), Travel, and Fixed Price Subcontracts. Offerors may adjust proposed indirect costs to be in accordance with their established accounting practices. Proposed Fair Labor Standards Act exempt employee labor rates should reconcile to Attachment J.1 (Direct Labor Bid Bill) direct labor ceiling rates for each corresponding contract period.

(2) The proposed rates for SCA labor shall be equal to or greater than the wage determination base rates provided in WD 2015-5693, Revision No. 28, dated 05/13/2026 (Attachment J.12). Do not include hazard pay for the SCA labor categories.

(3) The proposed rates for DBA labor shall be equal to or greater than the wage determination base rates provided in General Decision Number HI20260001, Modification No. 3 dated 05/27/2026 (Attachment J.13).

(4) For SCA and DBA labor, if it is the Offeror's normal accounting practice to charge health and welfare/fringe benefits as a direct charge, then the Offeror shall explain the basis of the base rate, including calculation in Microsoft Excel format ~~on a CD~~ to clearly show the base rate and markups applied. For example, showing the SCA rate plus SCA health and welfare or DBA plus WD fringe and any other direct charges added to the direct labor rate such as FUTA, SUTA and FICA. The Offeror shall use their indirect ceiling rates on Attachment J.3 (Indirect Ceiling Rate and Fee Application) in any offset or differential calculations to account for the payment of health and welfare/fringes in the base labor rate.

(5) Offerors shall utilize the Attachment J.3 (Indirect Ceiling Rates and Fee Application) proposed indirect rate ceilings for each corresponding contract period when completing Attachment J.7 (Cost Model Work Sheet). If Offeror (i.e. Prime, JV, cost reimbursable subcontractor) is proposing multiple mark-up rates (i.e. OH, G&A) for Other Direct Costs (ODC) and Subcontracts, Offerors shall ensure the highest mark-up rate is utilized.

(6) Offerors shall utilize the Attachment J.4 (Distribution of Work Form) proposed distribution of work percentages for each corresponding contract period when completing Attachment J.7A (Cost Model Summary Sheet).

(7) Offerors shall add any direct costs applied to the labor base (e.g. health and safety charge), if applicable, to be in accordance with their accounting system. In accordance with Section H5 (Notice of Non-Allowability of Direct Charges for General Purpose Information Technology), costs for the acquisition and use of Information Technology shall not be considered as an allowable direct charge to this contract.

(8) Fixed Fee. The proposed Fixed Fee percentage (%) shall reconcile to Attachment J.3 (Indirect Ceiling Rate and Fee Application) for each corresponding contract period. Fixed Fee shall not be applied on Equipment (Contractor-Acquired Property), Travel, Facilities Capital Cost of Money (FCCOM), Taxes, and Fee on cost reimbursable subcontractors' cost at any tier. The Fixed Fee Percentage (%) shall remain constant and shall not fluctuate from period to period, and shall not exceed 7.0%.

Attachment J.7A - Cost Model Summary Sheet. The prime contractor shall complete Attachment J.7A. In the event the Offeror (i.e. Prime, JV member or cost reimbursable subcontractor) utilized multiple cost centers, Attachment J.7 (Cost Model Work Sheet) shall be completed for each cost center; the highest "Total" cost from Attachment J.7 (Cost Model Work Sheet) shall be utilized to complete Attachment J.7A (Cost Model Summary Sheet). For evaluation purposes, Offerors shall utilize the Attachment J.4 (Proposed Distribution of Work) percentages. The Offeror's (i.e. Prime Contractor, JV) cost reimbursable subcontractor indirect ceiling rate mark-up proposed on Attachment J.3 (Indirect Rate Ceilings and Fee Application) shall be applied and added to the total cost. If the prime contractor is a JV, the rate for the JV member with the highest cost reimbursable indirect ceiling rate mark-up shall be utilized. **Note: In addition to a hard copy, the summary form shall be submitted in Microsoft Excel format ~~on a CD~~.**

Shown below is a **sample** entry for Attachment J.7A - Cost Model Summary Sheet:

Offeror	Total Cost Model Value	% of work (See Att J.4)	Total Value based on % of Work
Prime/JV member	$490,000	30.00%	$147,000
Prime/JV member	$505,000	25.00%	$126,250
Cost Reimbursable Contractor	$479,000	20.00%	$95,800
Cost Reimbursable Contractor	$515,000	25.00%	$128,750
	TOTAL	**100.00 %**	**$497,800**
	Cost Reimbursable Subcontractor Total	**% Mark-up**	**Cost Reimbursable Subcontractor Mark-up $**
Prime/JV indirect ceiling rate mark-up on Cost Reimbursable Subcontractors, i.e. G&A, as provided on Att J.3	$224,550	7.5%	$16,841
TOTAL VALUE OF COST MODEL			**$514,641**

Note: The Prime's percent mark-up applied to the total cost for the cost reimbursement subcontractors is based on the indirect ceiling rate for JV member #1, whose rate was higher than JV member #2. The rate was applied to the total subcontract cost ($95,800 + $128,750) shown under Total Cost Model Value based on percentage (%) of Work column.

Tab 3 - CONTRACTOR BUSINESS SYSTEMS

The Offeror should identify its cognizant Defense Contract Audit Agency (DCAA) office, Defense Contract Management Agency (DCMA) office, and if applicable, Cognizant Federal Agency Official (CFAO). The point of contact, address, phone number, and e-mail address for each of the cognizant agencies identified must be included. If an offeror does not have such contact(s) with DCAA or a Government audit office, it shall so indicate and explain the reason.

CONTRACTOR BUSINESS SYSTEMS. Offerors shall submit the date, results, and the reporting Government office for t he most recent reviews ~~s~~ performed of it~~s the following: (i)~~ Accounting System to include a copy of the most recent Cognizant Federal Agency Official (CFAO) Determination Letter that has been reviewed within the past three (3) years. If available, Offerors shall submit the most recent Cognizant Federal Agency Official (CFAO) Determination Letter for the following: ~~; (ii)~~ (i) Estimating; ~~(iii)~~(ii) Purchasing; ~~(iv)~~(iii) Material Management ~~(if applicable)~~; and (iv) Government Property Systems ~~(if applicable)~~. Note that Earned Value Management Systems (EVMS) is not applicable. ~~If audits have not been performed by cognizant DCAA, DCMA, and/or CFAO, Offerors shall provide a brief description of the system(s) to demonstrate the acceptability of company policies, procedures, internal controls, etc. If available, Offerors shall include a copy of the most recent Cognizant Federal Agency Official (CFAO) Determination Letter for each contractor business system that has been reviewed within the past three (3) years.~~ Provide a listing of information to support the Government's determination of the degree to which the offerors' Contractor Business Systems are adequate and compliant with Government regulations and standards. The information shall be provided for each related entity that has direct or indirect costs or indirect cost allocations included in the Offeror's Cost Proposal, to include: (i) Corporate/Parent; (ii) Interdivisional; (iii) Business Unit; (iv) Joint Ventures; and (v) any other such related entities. The Offeror shall provide a narrative explanation and responsibility matrix showing the proposed business system participation of all entities included within the Offeror's Cost Proposal. For Joint Venture Offerors, the Contractor Business System responsibility shall be consistent with the Offeror's executed Teaming, JV, LLC or Mentor-Protege Agreement. Proposals shall not include a description of each system, but shall include supporting information that will allow the Government to determine the status of these systems ~~(e.g. approved, disapproved, acceptable, adequate, inadequate, inadequate in part, etc.)~~.

All the Contractor Business System information requested above shall also be provided for any cost reimbursable subcontractors, to include any applicable related entities, which are included in the Offeror's Cost Proposal. Cost-reimbursement subcontracts shall not be proposed without Contracting Officer consent and shall be proposed in accordance with FAR 52.244-2 Subcontracts.

ACCOUNTING SYSTEM. Offerors (to include all Joint Venture members) are required to have a Cost Accounting System that has been audited by DCAA within the past three (3) years. If the Accounting System has not been audited within the past three (3) years, the request for a DCAA audit of a Contractor's Accounting System (as needed) may be initiated by the Contracting Officer or by his/her representative. ~~DFARS 252.242-7005 requires the establishment and maintenance of an acceptable Accounting System.~~ To be awarded a cost reimbursement contract, an Offeror (to include each Joint Venture Member, if applicable) must have an adequate accounting system to determine costs applicable to the contract in accordance with FAR 16.301-3(a)(3). The acceptability of the Accounting System is determined based on compliance with the system criteria of DFARS 252.242-7999. It is not in the Government's interest to delay award of the contract if it is determined other Offeror(s) in the competitive range can reasonably provide the services being acquired under the contract and also have an approved Cost Accounting System. An Offeror's Cost Proposal may be rejected for lack of Government approved Cost Accounting System(s) prior to award.

SECTION III - APPENDICES

Appendix A - Direct Labor and Indirect Rate Forward Pricing Agreements

1) The Offeror shall provide any approved direct labor and indirect rate forward pricing rate agreements.

2) If facilities capital cost of money is proposed, Form CASB-CMF must be provided with the proposal for each performance period.

Appendix B - Uncompensated Overtime

Attachment J.2 - Identification of Uncompensated Overtime Ratios. If proposing uncompensated overtime to calculate individual and average labor rates for Fair Labor Standards Act exempt employees (see Attachment J.1 - Direct Labor Bid Bill and Escalation), complete Attachment J.2 for each affected labor category. Additionally, Appendix B shall provide the following: (1) Required information per provision FAR 52.237-10 Identification of Uncompensated Overtime (Mar 2015); (2) historical number of hours in excess of 40 hours per week for each labor category; and (3) evidence of DCAA/DCMA approval of the corporate policy addressing uncompensated effort.

Appendix C - Compensation Plan for Professional Employees

1) Provide a comprehensive Compensation Plan for Professional Employees outlining salaries and fringe benefits proposed for the professional employees who will work under the contract for the Offeror and each cost reimbursable subcontractor. The plan shall show the necessary staff, citing data sources (e.g. regional salary surveys) used to develop the plan, and demonstrate how the proposed compensation is sufficient to recruit and retain qualified professional personnel to ensure uninterrupted, high-quality performance. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

2) Offerors shall provide the following additional information: (i) Specify if proposing distinct compensation plans for various skill levels, and provide a detailed description of each; (ii) required information per provision FAR 52.237-10 Identification of Uncompensated Overtime (March 2015); (iii) historical number of hours in excess of 40 hours per week for each labor category; and (iv) evidence of the Defense Contract Audit Agency or Defense Contract Management Agency approval of the corporate policy addressing uncompensated effort.

Appendix D - Pre-Award Survey Information

A Pre-award Survey may be conducted on all firms submitting a proposal, to include key cost reimbursable subcontractors indicating firm commitments to this acquisition. **The following information shall be submitted in a separate envelope marked "Pre-Award Survey".** Offerors shall provide evidence of financial capability. Offerors shall provide the following:

In accordance with FAR 9.104-1 responsibility determination, a contractor must have adequate financial resources to perform the contract. Offerors shall submit the company's Unique Entity Identifier (UEI) and provide the latest complete three (3) years fiscal year financial statements (to include Balance Sheet, Income Statement, Statement of Cash Flow) for the Prime Contractor, certified by an independent accounting firm, if practicable, or at least by an authorized officer of the organization. In addition to the above, submit evidence of availability of working/operating capital (i.e. bank line of credit), which will be used for the performance of the resultant contract.

Any Offeror that intends to rely on the financial backing of its parent corporation must submit separate financial statements for both the partially-owned or wholly owned subsidiary and the parent corporation. If a partially-owned or wholly-owned subsidiary relying on the financial backing of a parent corporation cannot submit its own financial statements, provide a detailed explanation why. If a partially-owned or wholly-owned subsidiary which will be performing the contract is relying on a parent corporation for financial backing, a financial guarantee letter must also be submitted.

For Joint Venture arrangements, discuss the financial responsibilities amongst the companies. If the Joint Venture has been in existence for less than three (3) years, also provide the latest complete three years fiscal year financial statements for each member of the Joint Venture. Each Joint Venture/LLC member or partner may submit the aforementioned proprietary financial information separately in accordance with L.1 (a). Financial Statements may be printed double sided, and on 8-1 /2" x 11" paper.

The Government may request additional information if needed in order to determine responsibility.

3. **VOLUME II** - NON-COST PROPOSAL (TECHNICAL AND PAST PERFORMANCE): An original plus five (5) paper copies ~~and two (2) electronic copies (CD-ROM)~~ of the Non-Cost Proposal shall be submitted no later than the date and time provided in Block 9 of the Standard Form 33, "Solicitation, Offer, and Award", in a sealed envelope and marked in the bottom right corner "NON-COST PROPOSAL SUBMITTED UNDER RFP N62742-26-R-1801- DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The Non-Cost proposal shall be submitted in a three-ring binder with a table of contents and shall be tabbed appropriately. The proposal shall be typewritten, using 11 point font. One (1) electronic copy (CDROM) of the cost proposal may be submitted with the paper copy. (**Refer to Section M, for non-cost factors submittal requirements**).

a. A graphic representation no more than 1 page in length, up to 11"x17" in size, identifying the firms/companies that are part of the Offeror's team and the Offeror's proposed key personnel, and clarifies which companies are the prime, JV members, and subcontractors.

b. All information required by Factor 1 - Corporate and Key Personnel Experience

c. All information required by Factor 2- Safety

d. All information required by Factor 3- Past Performance

The Government is not liable for any proposal preparation expenses incurred in response to this solicitation nor any proposal preparation expenses incurred for individual task orders issued under the resultant contract.

4. TIME for receipt of proposals

a. Volume I (Cost Proposal) and Volume II (Non-Cost Proposal) shall be submitted in two formats. (1) paper (mailed, delivered, or hand-carried) and (2) electronically via Procurement Integrated Enterprise Environment (PIEE). Proposals shall be received no later than Wednesday, 09 September 2026 @ 2:00 p.m., Hawaii Standard Time (HST).

b. Paper proposals shall be in sealed envelopes/boxes marked in the bottom right corner "RFP N62742-26-R-1801, DO NOT OPEN IN MAILROOM."

Paper proposals can be **mailed, delivered, or hand-carried.**

IF SENT VIA UNITED STATES POSTAL SERVICE:

~~NAVFAC~~ NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND PACIFIC

EV3 CONTRACTS BRANCH, BUILDING 346 BASEMENT

CODE CON76: Amber Mori (N62742-26-R-1801)

258 Makalapa Drive, Suite 100

Pearl Harbor, HI 96860-3134

IF HAND-CARRIED/ OR VIA COURIER SERVICES:

~~NAVFAC~~ NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND, PACIFIC

EV3 CONTRACTS BRANCH

CODE CON76: Amber Mori (N62742-26-R-1801)

4256 Radford Drive, Building 62*

Honolulu, HI 96818-3296

If facing the building, office is on the right. DO NOT drop off at the Navy Federal Credit Union.

Offerors shall contact Amber Mori at amber.i.mori.civ@us.navy.mil to schedule a date and time for in-person proposal delivery to 4256 Radford Drive, Building 62, Honolulu, HI 96818-3296.

c. Electronic submittals

1) The Contractor shall submit all volumes of its proposal electronically using Procurement Integrated Enterprise Environment (PIEE) Solicitation Module at https://piee.eb.mil/.

2) Register at PIEE using the PIEE Vendor Registration Guide, provided in Attachment J.16.

3) Follow the PIEE Proposal Manager, Posting Offer, and Proposal Manager Functions Guides, Attachment J.16.

d. Proposals not received at the above address on or before the hour and date set forth for receipt of proposals shall be subject to the provisions of FAR 52.215-1(c), "Submission, modification, revision, and withdrawal of proposals ". Government will provide notification to offeror upon proposal receipt during business hours.

L2 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION

Questions regarding the solicitation shall be submitted in **writing** via electronic mail to **amber.i.mori.civ@us.navy.mil**. Electronic mail must be received no later than 2:00 p.m. HST 06 August 2026. Verbal queries will not be entertained. Responses to the questions will be provided in the form of a Notice and posted to the website PIEE Solicitation Module. The Government may not respond to questions submitted less than 21 calendar days before the proposal receipt due date.

L3 AMENDMENTS AND NOTICES TO THE SOLICITATION

Amendments and notices will be posted to the PIEE Solicitation Module. It is the Offeror's responsibility to check the web site periodically for any amendments to the solicitation. Changes to the solicitation will only be made by issuance of Amendments. Notices are for information purposes only and will not change the solicitation.

L4 MULTIPLE AWARDS

Multiple awards will NOT be made. The Government intends to issue one contract resulting from this solicitation.

The following clauses were modified:

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Alternate III) Feb 2026 Alternate III Oct 1997

hereby reads as follows:

Alternate III (Oct 1997). As prescribed in 15.110(t)(3), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(c) Submit the cost portion of the proposal via the following electronic media: See Section L

252.215-7012 Requirements for Submission of Proposals via Electronic Media. Jan 2018
hereby reads as follows:

REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: See Section L

(End of provision)

The following clauses were deleted:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.215-20	**Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Alternate II)**	**Feb 2026**	**Alternate II**	**Oct 1997**
52.215-20	**Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Deviation 2026-O0038)**	**Feb 2026**		

FAR Clauses Incorporated by Full Text

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038) (Feb 2026)

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION 2026-O0038)

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

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

(ii) Otherwise successful offers from small business concerns.

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

☐ Offeror chooses to waive the evaluation preference.

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.215-7993 Proposal Adequacy Checklist. (DEVIATION 2026-O0048) (Mar 2026) Deviation 2026-O0048 (Mar 2026)

PROPOSAL ADEQUACY CHECKLIST (DEVIATION 2026-O0048) (MAR 2026)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

REFERENCES	SUBMISSIONITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
	GENERAL INSTRUCTIONS		
1. FAR 15.408-2, Table 15-1, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408-2 Table 15-1 I.A or as specified in the solicitation?		
2. FAR 15.408-2, Table 15-1, Section I Paragraph A (7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3. FAR 15.408-2, Table 15-1, Section I Paragraph A (8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4. FAR 15.408-2, Table 15-1, Section I, Paragraph C (1)	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as-- (1) Vendor quotations;		

FAR 2.101, "Cost or pricing data"	(2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5. FAR 15.408-2, Table 15-1, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?	= = = =	= =
6. FAR 15.403-2(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-2 (b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)	= = = =	= =
7. FAR 15.408-2, Table 15-1, Section I Paragraph C (2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?	= = = =	= =
8. FAR 15.408-2, Table 15-1, Section I Paragraph C (2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?	= = = =	= =
9. FAR 15.408-2, Table 15-1, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?	= = = =	= =
10. FAR 15.408-2, Table 15-1,	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		= =

Section I Paragraphs D and E			
11. FAR 15.408-2, Table 15-1, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12. FAR 15.408-2, Table 15-1, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13. FAR 15.408-2, Table 15-1, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
COST ELEMENTS			
MATERIALS AND SERVICES			
14. FAR 15.408-2, Table 15-1, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
SUBCONTRACTS (Purchased materials or services)			
15. DFARS 215.404-8	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		

16. FAR 15.404-8(b) FAR 52.244-2	Per the thresholds of FAR 15.404-8(b), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?	= = = =	= = =
17. FAR 15.408-2, Table 15-1, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?	= = = =	= = =
	EXCEPTIONS TO CERTIFIED COST OR PRICING DATA		
18. FAR 52.215-20, FAR 2.101," commercial product" or "commercial service"	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial products or commercial services proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial product or commercial service claim (FAR 2.101 "commercial product" or "commercial service" definition), and the basis on which the commercial product or commercial service meets the definition? b. For modified commercial products (FAR 2.101 "commercial product" definition); did the offeror classify the modification(s) as either-- i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-2(c)(3)(iii)(B)? c. For proposed commercial products "of a type", or "evolved" or modified (FAR 2.101 "commercial product" definition), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?	= = = =	= = =
19.	[Reserved]		
20. FAR 15.408-2, Table 15-1, Section II Paragraph A (1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?	= = = =	= = =

	INTERORGANIZATIONAL TRANSFERS		
21. FAR 15.408-2, Table 15-1, Section II Paragraph A. (2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-1?	= = = =	= =
22. FAR 15.408-2, Table 15-1, Section II Paragraph A (1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR15.403-2?	= = = =	= =
	DIRECT LABOR		
23. FAR 15.408-2, Table 15-1, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.	= = = =	= =
24. FAR 15.408-2, Table 15-1, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?	= = = =	= =
25. FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?	= = = =	= =
	INDIRECT COSTS		
26. FAR 15.408-2,		= =	= =

Table 15-1, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)	= =	
	OTHER COSTS		
27. FAR 15.408-2, Table 15-1, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?	= = = =	= =
28. FAR 15.408-2, Table 15-1, Section II Paragraph E	If royalties exceed $1,500 does the proposal provide the information/data identified by Table 15-1?	= = = =	= =
29. FAR 15.408-2, Table 15-1, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?	= = = =	= =
	FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES		
30. FAR 15.408-2, Table 15-1, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408-2, Table 15-1 III? (or alternative format if specified in the request for proposal)	= = = =	= =
31. FAR 15.408-2, Table 15-1, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408-2, Table 15-1.III.B?	= = = =	= =
32. FAR 15.408-2, Table 15-1,	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408-2, Table 15-1.III.C?		= =

Section III Paragraph C			
OTHER			
33. FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		
34. FAR 16.203-4 and FAR 15.408-2, Table 15-1, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35. FAR **52.232-28**	If the offeror is proposing Performance-Based Payments did the offeror comply with FAR **52.232-28**?		
36. FAR 15.110(v) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

(End of provision)

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 TBD, Mission Essential Contractor Services, dated TBD, 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)

Section M - Evaluation Factors for Award

Miscellaneous text in this section has been modified to:

M1 COMPETITIVE RANGE:

The Government intends to evaluate all proposals received and award a contract without negotiations. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. However, if negotiations are deemed necessary, to maximize the Government's ability to obtain the best value, negotiations will be held with those Offerors within the competitive range. The Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly qualified proposals, considering cost and technical factors.

M2 ORAL PRESENTATIONS:

If negotiations are deemed necessary, the Government reserves the right to request oral presentations with Offerors within the competitive range. The oral presentation will be to augment the Offeror's written proposal.

M3. ENFORCEABILITY OF PROPOSAL:

The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (e.g., key personnel, subcontractors, approach, etc.) will be utilized for the duration of the contract and any substitutions will require prior Contracting Officer's approval.

M4 BASIS OF AWARD

The contract resulting from this solicitation will be awarded to the responsible Offeror whose offer, conforming to the solicitation, is determined to be the most advantageous to the Government considering Cost and Non-Cost evaluation factors. Award may be made to other than the lowest cost Offeror or other than the highest Non-Cost rated Offeror. Business judgment and tradeoffs will be used to determine the proposal offering the best value to the Government. In determining the best value to the Government, the Government need not quantify the tradeoffs that led to the best value decision.

M5 EVALUATION FACTORS

(1) The evaluation factors are as follows:

I. Non-Cost Evaluation Factors:

FACTOR 1, CORPORATE AND KEY PERSONNEL EXPERIENCE

FACTOR 2, SAFETY

FACTOR 3, PAST PERFORMANCE

II. Cost

(2) The relative order of importance of the non-cost/price evaluation factors is the technical factors, Factor (1) Corporate and Key Personnel Experience and Factor (2) Safety, are of equal importance to each other and, when combined, are equal in importance to the past performance evaluation/performance confidence assessment factor, Factor (3) Past Performance. When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are significantly more important than cost.

(3) NON-COST EVALUATION FACTORS (FACTORS 1, 2, AND 3)

a. NOTES applicable to Factor 1, Corporate and Key Personnel Experience and Factor 3, Past Performance on Recent, Relevant Projects:

(1) Definition of "recent relevant project" is as follows:

A. In general, relevant project means projects whose scopes of work were similar to the types of projects that may be ordered against this contract that require the performance of one or more of the Specific Tasks described in Section C, paragraph 1.2. A relevant project must be either a standalone contract or task order under an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract. The submission of information or the description of the scope of a Basic IDIQ contract will not be considered a relevant project, except in Section M, paragraph M5.(3).b.(2)c and Attachment J.10, Key Personnel Experience/Qualifications. Information may be provided on Basic IDIQ contracts on Attachment J.10 for the Program Manager, Senior Project Manager, Contract Administration Manager, Quality Assurance Manager, and Health and Safety Manager.

B. A relevant project shall also be for an amount of at least $200,000 in dollar value and shall be at least 85% financially executed as of the issuance date of this solicitation. A relevant project shall involve performance of remedial action services.

C. A ~~R~~recent project is defined as one that is completed or at least 85% financially executed within five (5) years from the issuance date of this solicitation, except in regards to Key Personnel in which a recent project is defined as one that is completed or at least 85% financially executed within the last ten (10) years from the issuance date of this solicitation.

(2) The distinction between Corporate and Key Personnel Experience and Past Performance is that Corporate and Key Personnel Experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past Performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

(3) Definition: "Offeror" typically refers to a single corporation or business entity submitting the proposal as a prime contractor. An "Offeror" can also be comprised of other entities that submit the proposal as a prime contractor, such as: Joint Ventures (JV), Limited Partnerships (LTD), or a Limited Liability Company (LLC). In its evaluation of past performance and experience, the Government's evaluation will generally focus on the entity submitting the proposal

(single corporation, individual JV partners, or the LTD or LLC identified on the SF33). Entities may not submit as Prime on more than one offer. Failure to comply with this may result in disqualification of the Offeror for contract award.

(4) If the Offeror is utilizing experience or past performance of an **entity other than (1) the Offeror; (2) if the Offeror is a JV, its JV partners jointly and severally liable for the contract; or (3) a firm that has been acquired by the Offeror and is now part of the Offeror,** the Offeror shall provide in its proposal a fully-executed teaming agreement or other contractual agreement. The teaming agreement or other contractual agreement shall, at a minimum, (1) be signed by the Offeror and other entity, (2) specifically reference this solicitation/contract, and (3) specify the work to be performed by the other entity such that it is clear that the other entity will be meaningfully involved in this contract **in a role that is consistent with that entity's role in the project submitted.** For item (3), clearly state the specific commitments of resources of the other entity in terms of the work it will specifically perform or manage in the performance of the contract at the worksite. Note that generalized statements concerning commitment of resources are not sufficient to demonstrate that an entity will be meaningfully involved in the performance of the contract. Examples of "generalized statements" include a commitment of resources merely based on an entity's "access" to resources and other generalized statements such as entity will "provide support and expertise on the project." The Government will only consider information provided in the teaming agreement for the purpose of determining whether the Offeror has clearly demonstrated that any entity (other than the Offeror and, if the Offeror is a JV, it's JV partners jointly and severally liable for the contract) will have meaningful involvement in the performance of the contract. For experience and past performance information of a firm that has been acquired and is no longer a separate legal entity, provide an explanation of the acquisition sufficient to demonstrate 1) that the predecessor firm is now part of the entity identified in the SF33, and 2) that the entity currently possesses assets and personnel from the predecessor firm sufficient for the predecessor firm's experience and past performance to be reasonably predictive of the entity's performance on this contract.

(5) A subcontractor's experience and past performance will not be given the same level of consideration as that of either a prime contractor or a joint venture partner because there is no direct legal relationship between the Government and a subcontractor. The Government reserves the right to consider the experience or past performance of a subcontractor where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the subcontractor for this solicitation. If the Government chooses to do so, the subcontractor's experience and past performance will not be given the same level of consideration as either the prime contractor or a JV partner.

(6) Prime contractor and prime contractor-subcontractor teams/JVs/LLCs/LTDs with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history.

(7) If the Offeror is a JV, relevant project experience should be submitted for projects completed by the JV entity, if available. If the JV does not have shared experience, projects may be submitted for any of the JV members. Projects completed by the JV that are relevant may be considered more favorably than projects submitted by the individual JV members. Offerors who submit experience for all JV partners may be considered more favorably. Offerors are still limited to a total of eight (8) projects combined for Attachment J.8 Specialized Recent Project/Contract Experience Information.

(8) If an Offeror is relying on the experience performed under a previous JV, the Offeror shall demonstrate what portion of the work was performed by the entity offering on this contract under the prior JV and shall not include work performed by the JV as a whole unless all members of the prior JV are being proposed under this solicitation.

b. EVALUATION FACTOR 1 - **CORPORATE AND KEY PERSONNEL EXPERIENCE**

(1) The Offeror will demonstrate its technical experience and expertise in performing the requirements of this solicitation and their ability to recruit and employ qualified Key Personnel. This technical factor will be used to evaluate the probability of successful accomplishment of the work contemplated under this contract.

(2) Solicitation Submittal Requirements:

Offerors shall:

a. Use Attachment J.8 Specialized Recent Project/Contract Experience Information to describe experience on no more than eight (8) recent, relevant projects completed that individually or collectively are similar in scope, complexity, and size to the work described in Section C. The Offeror shall not submit more than two (2) pages single-sided per project. If more than two (2) single-sided pages are submitted, the agency will not consider the information on the additional pages.

b. Use Attachment J.9 Workload Experience Form to describe capability and capacity to deliver products similar to the type and complexity of the tasks described in Section C of this solicitation assuming a workload of at least ten (10) recent, relevant projects totaling a minimum of $10 million at a minimum of two (2) locations within the NAVFAC Pacific area of responsibility, as described in Section C subparagraph 1.1, occurring concurrently. The combined submittal for Attachment J.9 shall not exceed ten (10) single-sided pages. If more than ten (10) single-sided pages are submitted, the agency will not consider the information on the additional pages.

c. Use Attachment J.10 Offeror's Key Personnel Experience/Qualifications to detail experience for each person who will be assigned as Key Personnel to work on this contract. Key Personnel are the Program Manager, Senior Project Manager, Contract Administration Manager, Quality Assurance (QA) Manager, and Health and Safety Manager. The Offeror shall not submit more than four (4) single-sided pages per person submitted as Key Personnel. The Offeror shall provide information on a maximum of four (4) recent, relevant projects that were completed by each Key Personnel that would demonstrate their project experience. Experience that is not related to the work described in Section C of this solicitation should not be included in Attachment J.10. Letters of commitment shall be submitted for all Key Personnel including prime contractor-subcontractor teams/JV/LLCs /LTDs key personnel that do not currently work for the Offeror. Each ~~L~~letter~~s~~ of commitment shall be limited to two (2) single-sided pages and submitted with Attachment J.10. Letters of commitment page limit does not apply toward the overall page limit of Attachment J.10. Offerors shall not submit Attachment J.10 for personnel who will not be assigned as Key Personnel under this contract. Key Personnel experience may include experience gained while not employed by the Offeror.

Contractors are required to use the Attachments noted above to document experience. Experience that is provided outside the furnished attachments will not be considered.

(3) Basis of Evaluation:

The Government will evaluate the extent to which the proposal demonstrates recent, relevant Corporate and Key Personnel experience by the Offeror (including an evaluation of the applicable credentials such as training, education, and experience of Key Personnel) in performing the depth, breadth, and volume of work in Section C of this solicitation. Experience will be evaluated on the (1) complexity, (2) scope, (3) contract volume/project size and (4) location of the work performed as compared to the requirements contemplated under this solicitation and described in Section C.

a. Minimum Required Experience: To be considered for this contract, the Offeror must demonstrate experience (in Corporate AND Key Personnel experience) in the following tasks described in Section C of this solicitation:

- Removal actions at sites regulated under CERCLA

- ~~Soil and/or sediment r~~Remediation of various contaminants at sites regulated under CERCLA

- Expedited response actions

- Munitions response actions and closures

- Management as the prime contractor on a cost IDIQ contract

b. Corporate and Key Personnel experience in the following areas may be evaluated more favorably:

- Sediment removal and/or remediation

- Per- and polyfluoroalkyl substances (PFAS) response actions

- Experience working for the Navy/Marine Corps

- Experience working in the majority of the following locations (Guam, Hawaii, California, Washington, and the Northern Marianas Islands)

- Experience performing a substantial amount of projects concurrently:
  - Totaling significantly in excess of $10 million in value
  - Overlapping for a substantial amount of time
  - With remediation of various media

c. Minimum Key Personnel Requirements: Key Personnel must meet the education, training, and experience qualifications described in Section C, paragraph 1.3.3 to be considered for this contract.

d. Failure to use, completely fill out or provide the required information in the templates referenced above will result in the proposals being considered deficient for this Factor 1 - Corporate and Key Personnel Experience.

c. EVALUATION FACTOR 2 - **SAFETY**

Solicitation Submittal Requirements:

The Offeror shall submit the following information: The Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate; and Total Case Rate (TCR) for the specified five (5) Calendar Years (CY), as well as a safety narrative, as described further below. For a partnership or JV, the Offeror shall submit separate DART rates and TCR for the specified five (5) CY for each contractor who is part of the partnership/JV; however, only one safety narrative is required. Any fatalities experienced within this 5-year timeframe must be explained in detail, to include root cause and corrective actions.

NOTE: DART and TCR shall not be submitted for subcontractors

1. DART Rate: Submit five (5) previous complete calendar years' [CY2021, CY2022, CY2023, CY2024, and CY2025] worth of data (not an overall average). If the Offeror has no DART rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

a. DART cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness.

b. Calculation of DART rate: Multiply the total number of DART cases by 200,000, and then divide by the number of employee labor hours worked.

$$\textbf{\textit{DART RATE}} = \frac{\text{Number of DART Incidents x 200,000}}{\text{Total Number of Employee Labor Hours Worked}}$$

2. TCR Rate: Submit five (5) previous complete calendar years' [CY2021, 2022, 2023, 2024, and 2025] worth of data (not an overall average). If the Offeror has no TCR rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

a. TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.

b. Calculation of TCR rate: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked.

$$\textbf{\textit{TCR RATE}} = \frac{\text{Number of TCR Incidents x 200,000}}{\text{Total Number of Employee Labor Hours Worked}}$$

3. Technical Approach to Safety: Submit a narrative that addresses the following:

a. Describe the Offeror's approach to implementing and executing a Safety Management System (SMS) including Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.

b. Describe the evaluation process used to select potential subcontractors.

c. Describe the processes of how the Offeror will oversee safety compliance of subcontractors at all levels throughout performance of the contract (to include the Offeror's own in-house workforce).

d. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages.

4. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The evaluation will collectively consider the DART rate, TCR, and Technical Approach to Safety, and other sources of information available to the Government as part of such collective evaluation. The board will evaluate the DART rates and TCR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

1. DART Rate: The board will evaluate trends over the last five years, considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the Offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

a. Missing data without an explanation is considered a deficiency.

b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.

c. An increasing DART rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk (EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

d. This chart correlates the DART rate to the level of risk:

Risk	DART Rate
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0

Extremely High Risk	Greater than 4.0

2. TCR Rate: The board will evaluate trends over the last five years, considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the Offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

a. Missing data without an explanation is considered a deficiency.

b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.

c. An increasing TCR rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk (EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

d. This chart correlates the TCR rate to the level of risk:

Risk	TCR Rate
Very Low Risk	Less Than 2.49
Low Risk	From 2.5 to 3.49
Moderate Risk	From 3.5 to 4.49
High Risk	From 4.5 to 5.99
Extremely High Risk	Greater than 6.0

3. The Technical Approach to Safety Narrative. To determine the degree to which the Offeror:

a. Describes a viable SMS that addresses elements; such as Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.

b. Describes a methodical process of evaluating subcontractor's safety performance in their selection process.

c. Describes a logical management plan to hold themselves and their subcontractors accountable for adhering to the safety requirements of the contract.

d. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages. Information on pages beyond this will not be considered.

4. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

d. EVALUATION FACTOR 3 - **PAST PERFORMANCE**

(1) The Offeror's past performance evaluation will be based upon customer satisfaction in the execution of the same recent, relevant projects submitted for Factor 1 (Corporate and Key Personnel Experience), Attachment J.8 and completed projects per paragraph M.3.d.(2).d below within the last five (5) years that are similar to the tasks described in Section C. Customer satisfaction will include assessing quality control and timely performance.

(2) Solicitation Submittal Requirements:

a. IF A COMPLETED TASK ORDER CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE TECHNICAL PROPOSAL. IF THERE IS NOT A COMPLETED TASK ORDER CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation as Attachment J.11 is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for Factor 1, Corporate and Key Personnel Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED TASK ORDER CPARS IS AVAILABLE.

b. IF A TASK ORDER CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ (Attachment J.11), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients /references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Amber Mori, via email at amber.i.mori.civ@us.navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

c. Also include performance recognition documents received within the last five (5) years for the projects submitted for Factor 1 (Corporate and Key Personnel Experience) on Attachment J.8, such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

d. Sources of Past Performance Information for evaluation that may be used are as follows:

- Past performance information provided by the offeror, as solicited;

- Past performance information obtained from any other sources available to the Government, to include, but not limited to, Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials using all CAGE/Entity Identifier numbers of the Offeror or any team member (partnership, joint venture, or teaming arrangement) identified in the Offeror's proposal.

e. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

(3) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., CPARS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Recency of tasks performed that are relevant to the task at hand; and
- A respect for stewardship of Government funds

a. Projects will be compared against the requirements of Section C for complexity, volume/size, scope, and location.

b. The Government reserves the right to consider the past performance of a subcontractor, but if the Government chooses to do so, a subcontractor's past performance will be given less consideration than a prime contractor's past performance. Prime-subcontractor or JV arrangements with a demonstrated history of working successfully together on prior projects may be considered more favorably than arrangements without such history.

c. An Offeror will not be rated favorably or unfavorably for Factor 3, Past Performance, if the Offeror does not have a record of relevant past performance or if a record of past performance is unavailable. In such a case an Offeror will receive a "Neutral Confidence" rating.

(4) COST PROPOSAL EVALUATION

a. Cost Proposal Submittal Requirement: See Section L, L1.

b. Basis of Evaluation. Cost proposals will not be assigned an adjectival rating but shall be evaluated for:

- Completeness- All information required under Section L, L1 of the solicitation.
- Price reasonableness in accordance with FAR 15.404-1.
- Cost reasonableness in accordance with FAR 15.404-2.
- Cost realism in accordance with FAR 15.404-3.

The Government will evaluate all aspects of the cost proposal for completeness, reasonableness and realism. This Cost Proposal evaluation may include an analysis of each Offeror's proposed costs to determine whether the proposed cost elements are realistic and are consistent with other cost-related information (i.e. DCAA audits, historical rates, etc.) available to the Contracting Officer.

Evaluation of options shall not obligate the Government to exercise the option(s). As part of the cost evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8. Offerors' Total Evaluated Cost (TEC) for the evaluation purposes shall be for the Base Year, Option Years 1 through 4, and the Service Extension.

Unrealistically low (or high) proposed costs or costs unbalanced between the various option years, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement, or has made an unrealistic proposal.

Proposed costs may be adjusted for purposes of evaluation, based on the results of the cost realism evaluation to determine probable cost of performance. Offerors are reminded that for the purpose of evaluation under this solicitation, the direct labor ceiling rates (Attachment J.1 - Direct Labor Bid and Billing Rate Submission) and indirect ceiling rates (Attachment J.3 - Indirect Ceiling Rates and Fee Application) proposed by the prime, each JV member, and cost reimbursable subcontractors shall be proposed in Attachment J.7 (Cost Model Work Sheet) for each contract period, and will be used for cost realism evaluation of the Cost Model Work Sheet. The Government may reject an offer that reflects a serious lack of cost realism.

Any variance between indirect base rates used to develop the ceiling rates and historical rates, applicable forward pricing rates, DCAA approved rates, and/or approved CAS practices will be evaluated to ensure compliance with cost realism.

The proposed indirect rate ceilings will be reviewed for reasonableness and the degree to which it accomplishes the Government's desire to control costs.

The cost proposal volume will also be evaluated to ensure the completion of the representations and certifications in Section K of the RFP and the inclusion and submission of other information required.

The Offeror's Contractor Business Systems will be reviewed for adequacy and compliance with government regulations and standards. Contractor Business Systems are approved by cognizant contract administration offices such as the Defense Contract Management Agency (DCMA) or the Defense Contract Audit Agency (DCAA). The Offeror's demonstrated ability to maintain government approved systems in the following areas will be evaluated: accounting, estimating, and purchasing. ~~Offerors that can reasonably provide the services being acquired under the contract and also have a Government approved cost accounting system and Government approved purchasing system prior to award will be evaluated more favorably by the Government.~~

The Offeror will be evaluated to ensure that they have the financial capability to perform the contract given the magnitude of the proposed work.

The Government will evaluate Offerors' Compensation Plans for Professional Employees to assess the likelihood of attracting and retaining qualified professional personnel to ensure uninterrupted, high-quality performance. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

The use of uncompensated overtime, as defined in the FAR 52.237-10 in Section L, will also be considered in the cost realism analysis and risk assessment.

The Government will not accept any assumptions in the Offeror's cost proposal.