DRAFT Request for Proposal (RFP)
Department of War
Language Interpretation and Translation
Enterprise III (DLITE III) Contract
RFP Number: W50NH9-27-R-A002

1. The purpose of this DRAFT RFP release is to solicit feedback and questions from potential offerors before issuing the final solicitation. This DRAFT RFP release is strictly for information and planning purposes and does not constitute a formal solicitation. It does not commit the Army Contracting Command – Detroit Arsenal (ACC-DTA) to pay for any costs incurred in the preparation and submission of comments, nor does it obligate the organization to contract for these services.

2. Submission of Questions and Feedback

All questions and comments must be submitted no later than 25 August 2026 at 1200 EST. Submit via email to the Contracting Points of Contact listed below, with the subject line: "DLITE III Draft RFP Questions: W50NH9-27-R-A002 – [Your Company Name]".

3. Points of Contact (POC)

All communications regarding this Draft RFP release must be directed to the following designated acquisition officials. Contact with other program or technical personnel regarding this procurement is strictly prohibited.

Primary Point of Contact
Name: Charles Scott
Title: Contracting Officer
Email: charles.b.scott44.civ@army.mil
Phone: (571) 588-9238

Secondary Point of Contact
Name: Caleb Kollins
Title: Contract Specialist
Email: caleb.m.kollins.civ@army.mil
Phone: (571) 588-9160

Secondary Point of Contact
Name: Jennifer Arseneault
Title: Contract Specialist
Email: jennifer.a.arseneault.civ@army.mil
Phone: (571) 588-9011

Thank you for your interest in this requirement. We look forward to receiving your valuable feedback. Responses to feedback and questions on this DRAFT RFP will be provided with the final RFP release.

Sincerely,
Charles Scott
Contracting Officer

SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	W50NH927RA002	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		

7. ISSUED BY CODE W50NH9

W6QK INSCOM BELVOIR
8825 BEULAH STREET, FORT BELVOIR VA 22060-5246
FORT BELVOIR, VA 22060-5246
UNITED STATES
CALEB KOLLINS, EMAIL: CALEB.M.KOLLINS.CIV@ARMY.MIL TELEPHONE: 571-588-9160

8. ADDRESS OFFER TO *(If other than item 7)*

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 12:00 PM *(Hour)* local time 30 NOV 2026 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	CALEB KOLLINS	571	588-9160		CALEB.M.KOLLINS.CIV@ARMY.MIL

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause Number 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER				17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT:
☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ITEM

24. ADMINISTERED BY *(If other than Item 7)*

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 12/2022)
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

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Section A - Solicitation/Contract Form

Instrument Name: Department of War Language Interpretation and Translation Enterprise (DLITE) III

Product Service Code : R608

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Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

B.1 CONTRACT TYPE.

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract with multiple types of pricing structures available to the Government. Preference will be for a hybrid of fixed price and Time and Materials task orders, as defined under Subparts 16.2, 16.3, 16.4 and 16.5 of the Revolutionary Federal Acquisition Regulation Overhaul (RFO FAR). Specific contract type for each task order will be identified during Request for Task Order Proposals (RTOP).

The base ordering period for this contract is five (5) years from date of award of the contract, with one additional optional five (5) year ordering period, for a total of 10 years.

Task orders will be awarded in accordance with the task order procedures stated in sections H.1 and H.2. Task orders awarded under the IDIQ contracts may be of any contract type including, but not limited to, Firm Fixed Price, Fixed-Price Level of Effort, Fixed-Price Incentive Fee, Cost Reimbursement, Cost Plus Fixed Fee, Cost Plus Incentive Fee, Cost Plus Award Fee, Time and Materials, and Labor-Hour; but a preference will be given for structuring task orders on a Firm Fixed Price basis when the conditions are right to support its use. Cost type task orders will generally be structured on Cost Plus Fixed Fee basis, but incentives may be used where the performance metrics to measure the delivered results support their use. Task orders on a Time and Materials or Labor-Hour basis will be permitted on a limited basis when it is determined to be the best contract type to use. The Government will decide the contract type for each task order based upon the need, type and complexity of the requirement, schedule, and regulatory guidance.

Task orders may be issued to include options and may be awarded with a base period of up to one (1) year with up to four (4) option periods with each option period not to exceed one (1) year. The total period of performance (base and all options) for the task order shall not exceed five (5) years.

B.2 DATA.

Data will be required for all task orders and shall be priced within the effort proposed as Labor and shall not be separately priced.

B.3 CONTRACT MIN/MAX AMOUNT.

The minimum amount for any task order issued against DLITE III contracts will not be less than $5,000.00. Each IDIQ awardee will receive a minimum guarantee of $5,000.00. The minimum guarantee for each IDIQ contract is $5,000.00, is applicable only in the first year, and the task order for this will be issued at the same time as the IDIQ contract award. The minimum guarantee task order will require a presentation and a deliverable. The cumulative value for all task orders issued against the DLITE III contracts shall not exceed the program ceiling of $3.5B.

B.4 PROGRAM CEILING.

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The overall ceiling for DLITE III is $3.5B, divided into two mission areas.

The $3.5B contract ceiling is intended for the entire contract ordering period of performance; however, the Government reserves the right to exhaust the entire $3.5B ceiling earlier than the end of the ordering period of performance, if needed.

B.5 CLIN STRUCTURE.

B.5.1 IDIQ Base Ordering Period.

The IDIQ base is a five year ordering period. The IDIQ CLINs numbered 0001 through 0024 correspond to IDIQ base ordering period.

Task orders awarded during the IDIQ base period will use the following CLIN numbering:

CLIN Numbers Task order period of performance

00XX Task order base period of performance

10XX Task order first option period of performance

20XX Task order second option period of performance

30XX Task order third option period of performance

40XX Task order fourth option period of performance

B.5.1 IDIQ Option Ordering Period.

The IDIQ option period is a five year ordering period. The IDIQ CLINs numbered 5001 through 5024 correspond to IDIQ option ordering period.

Task orders awarded during the IDIQ option period will use the following CLIN numbering:

CLIN Numbers Task order period of performance

50XX Task order base period of performance

60XX Task order first option period of performance

70XX Task order second option period of performance

80XX Task order third option period of performance

90XX Task order fourth option period of performance

B.6 CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE.

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The minimum quantity and order value for all task orders issued against this contract shall not be less than the minimum quantity of one (1) and contract value stated in the following table. The maximum quantity and contract value for all task orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

*** END OF NARRATIVE ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Force Projection Mission Area Labor Cost will be determined at the Task Order Level. Product Service Code: R608 Pricing Arrangement: Cost Plus Fixed Fee	1	Job		
0002	Force Projection Mission Area Labor Cost will be determined at the Task Order Level. Product Service Code: R608 Pricing Arrangement: Cost Plus Incentive Fee (Cost Based)	1	Job		
0003	Force Projection Mission Area Labor Cost will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Cost Plus Award Fee	1	Job		
0004		1	Job		

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	Force Projection Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Firm Fixed Price				
0005	Force Projection Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Fixed Price Level of Effort	1	Job		
0006	Force Projection Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Fixed Price Incentive (Cost Based)	1	Job		
0007	Force Projection Mission Area Labor Cost or Price will be determined at the Task Order level. LABOR SCHEDULE Category: Service Rate Title: Linguist Rate: 1.00 Sub-Category: Rates TBD at Task Order level Product Service Code: R608 Pricing Arrangement: Time and Materials	1	Job		

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0008	Force Projection Mission Area Labor Cost or Price will be determined at the Task Order level. LABOR SCHEDULE Category: Service Rate Title: Linguist Rate: 1.00 Sub-Category: Rates TBD at Task Order level Product Service Code: R608 Pricing Arrangement: Labor Hour	1	Job		
0009	Force Projection Mission Area - Other Direct Cost (ODC) Pre-approved ODCs only. All invoiced ODCs must have proof of prior approval by the COR, if less than $(to be determined at the task order level), or the KO, if more than $(to be determined at the task order level). The offeror shall provide the MAXIMUM load rate for all ODCs as part of this schedule, to be consistent for the entire performance period. Product Service Code: R608 Pricing Arrangement: Cost No Fee	1	Job		
0010	Force Projection Mission Area - Travel Reimbursement for allowable and approved travel expenses in accordance with applicable regulations and the terms and conditions stated in the contract /task order. All invoiced travel costs must have proof of prior approval	1	Job		

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	by the COR, if less than $(to be determined at the task order level), or the KO, if more than $(to be determined at the task order level). The offeror shall provide the MAXIMUM load rate for all travel as part of this schedule, to be consistent for the entire performance period. Product Service Code: R608 Pricing Arrangement: Cost No Fee				
0011	Force Projection Mission Area - (Defense Base Act) The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of (name of provider) invoice submitted by the offeror after contract award. In the event of recalculation of the premium by (name of provider) based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. Product Service Code: R608	1	Job		

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	Pricing Arrangement: Cost No Fee				
0012	Force Projection Mission Area - Data Data in accordance with the Contract Data Requirements List (CDRL) DD Form 1423. No additional cost. Product Service Code: R608 Pricing Arrangement: Cost No Fee	1	Job		
0013	Train and Sustain Mission Area Labor Cost will be determined at the Task Order Level. Product Service Code: R608 Pricing Arrangement: Cost Plus Fixed Fee	1	Job		
0014	Train and Sustain Mission Area Labor Cost will be determined at the Task Order Level. Product Service Code: R608 Pricing Arrangement: Cost Plus Incentive Fee (Cost Based)	1	Job		
0015	Train and Sustain Mission Area Labor Cost will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Cost Plus Award Fee	1	Job		

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0016	Train and Sustain Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Firm Fixed Price	1	Job		
0017	Train and Sustain Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Fixed Price Level of Effort	1	Job		
0018	Train and Sustain Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Fixed Price Incentive (Cost Based)	1	Job		
0019	Train and Sustain Mission Area Labor Cost or Price will be determined at the Task Order level. LABOR SCHEDULE Category: Service Rate Title: Linguist Rate: 1.00 Sub-Category: Rates TBD at Task Order level Product Service Code: R608 Pricing Arrangement: Time and Materials	1	Job		

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0020	Train and Sustain Mission Area Labor Cost or Price will be determined at the Task Order level. LABOR SCHEDULE Category: Service Rate Title: Linguist Rate: 1.00 Sub-Category: Rates TBD at Task Order level Product Service Code: R608 Pricing Arrangement: Labor Hour	1	Job		
0021	Train and Sustain Mission Area - Other Direct Cost (ODC) Pre-approved ODCs only. All invoiced ODCs must have proof of prior approval by the COR, if less than $(to be determined at the task order level), or the KO, if more than $(to be determined at the task order level). The offeror shall provide the MAXIMUM load rate for all ODCs as part of this schedule, to be consistent for the entire performance period. Product Service Code: R608 Pricing Arrangement: Cost No Fee	1	Job		
0022	Train and Sustain Mission Area - Travel Reimbursement for allowable and approved travel expenses in accordance with applicable regulations and the terms and conditions stated in the contract /task order. All invoiced travel costs must have proof of prior approval	1	Job		

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	by the COR, if less than $(to be determined at the task order level), or the KO, if more than $(to be determined at the task order level). The offeror shall provide the MAXIMUM load rate for all travel as part of this schedule, to be consistent for the entire performance period. Product Service Code: R608 Pricing Arrangement: Cost No Fee				
0023	Train and Sustain Mission Area - (Defense Base Act) The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of (name of provider) invoice submitted by the offeror after contract award. In the event of recalculation of the premium by (name of provider) based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. Product Service Code: R608	1	Job		

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	Pricing Arrangement: Cost No Fee				
0024	Train and Sustain Mission Area - Data Data in accordance with the Contract Data Requirements List (CDRL) DD Form 1423. No additional cost. Product Service Code: R608 Pricing Arrangement: Cost No Fee	1	Job		
0025	Force Projection Guaranteed Minimum To be determined at award. The Contractor shall provide a comprehensive presentation detailing the plan for meeting or exceeding SBSP and SBPP goals, sustainment of teaming arrangements, and strategies /methods for replacement of subcontractors no longer working with the Prime. Following the presentation, updated SBSP and SBPPs incorporating changes to address any Government feedback or concerns will be required deliverables. Product Service Code: R608 Pricing Arrangement: Firm Fixed Price	1	Job		
0026	Train and Sustain Guaranteed Minimum To be determined at award. The Contractor shall provide a comprehensive presentation	1	Job		

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	detailing the plan for meeting or exceeding SBSP and SBPP goals, sustainment of teaming arrangements, and strategies /methods for replacement of subcontractors no longer working with the Prime. Following the presentation, updated SBSP and SBPPs incorporating changes to address any Government feedback or concerns will be required deliverables. Product Service Code: R608 Pricing Arrangement: Firm Fixed Price				
Option Line Item 5001	Force Projection Mission Area Labor Cost will be determined at the Task Order Level. Product Service Code: R608 Pricing Arrangement: Cost Plus Fixed Fee	1	Job		
Option Line Item 5002	Force Projection Mission Area Labor Cost will be determined at the Task Order Level. Product Service Code: R608 Pricing Arrangement: Cost Plus Incentive Fee (Cost Based)	1	Job		
Option Line Item	Force Projection Mission Area Labor Cost will be determined at the Task Order level.	1	Job		

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5003	Product Service Code: R608 Pricing Arrangement: Cost Plus Award Fee				
Option Line Item 5004	Force Projection Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 5005	Force Projection Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Fixed Price Level of Effort	1	Job		
Option Line Item 5006	Force Projection Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Fixed Price Incentive (Cost Based)	1	Job		
Option Line Item 5007	Force Projection Mission Area Labor Cost or Price will be determined at the Task Order level. LABOR SCHEDULE Category:	1	Job		

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	Service Rate Title: Linguist Rate: 1.00 Sub-Category: Rates TBD at Task Order level Product Service Code: R608 Pricing Arrangement: Time and Materials				
Option Line Item 5008	Force Projection Mission Area Labor Cost or Price will be determined at the Task Order level. LABOR SCHEDULE Category: Service Rate Title: Linguist Rate: 1.00 Sub-Category: Rates TBD at Task Order level Product Service Code: R608 Pricing Arrangement: Labor Hour	1	Job		
Option Line Item 5009	Force Projection Mission Area - Other Direct Cost (ODC) Pre-approved ODCs only. All invoiced ODCs must have proof of prior approval by the COR, if less than $(to be determined at the task order level), or the KO, if more than $(to be determined at the task order level). The offeror shall provide the MAXIMUM load rate for all ODCs as part of this schedule, to be consistent for the entire performance period. Product Service Code: R608 Pricing Arrangement: Cost No Fee	1	Job		

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Option Line Item 5010	Force Projection Mission Area - Travel Reimbursement for allowable and approved travel expenses in accordance with applicable regulations and the terms and conditions stated in the contract /task order. All invoiced travel costs must have proof of prior approval by the COR, if less than $(to be determined at the task order level), or the KO, if more than $(to be determined at the task order level). The offeror shall provide the MAXIMUM load rate for all travel as part of this schedule, to be consistent for the entire performance period. Product Service Code: R608 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 5011	Force Projection Mission Area - (Defense Base Act) The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of (name of provider) invoice submitted by the offeror after contract award. In the event of	1	Job		

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	recalculation of the premium by (name of provider) based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. Product Service Code: R608 Pricing Arrangement: Cost No Fee				
Option Line Item 5012	Force Projection Mission Area - Data Data in accordance with the Contract Data Requirements List (CDRL) DD Form 1423. No additional cost. Product Service Code: R608 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 5013	Train and Sustain Mission Area Labor Cost will be determined at the Task Order Level. Product Service Code: R608 Pricing Arrangement: Cost Plus Fixed Fee	1	Job		
Option Line Item 5014	Train and Sustain Mission Area Labor Cost will be determined at the Task Order Level. Product Service Code: R608 Pricing Arrangement: Cost Plus Incentive Fee (Cost Based)	1	Job		

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Option Line Item 5015	Train and Sustain Mission Area Labor Cost will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Cost Plus Award Fee	1	Job		
Option Line Item 5016	Train and Sustain Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 5017	Train and Sustain Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Fixed Price Level of Effort	1	Job		
Option Line Item 5018	Train and Sustain Mission Area Labor Price will be determined at the Task Order level. Product Service Code: R608 Pricing Arrangement: Fixed Price Incentive (Cost Based)	1	Job		
Option Line Item	Train and Sustain Mission Area Labor Cost or Price will be determined at the Task Order level.	1	Job		

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5019	LABOR SCHEDULE Category: Service Rate Title: Linguist Rate: 1.00 Sub-Category: Rates TBD at Task Order level Product Service Code: R608 Pricing Arrangement: Time and Materials				
Option Line Item 5020	Train and Sustain Mission Area Labor Cost or Price will be determined at the Task Order level. LABOR SCHEDULE Category: Service Rate Title: Linguist Rate: 1.00 Sub-Category: Rates TBD at Task Order level Product Service Code: R608 Pricing Arrangement: Labor Hour	1	Job		
Option Line Item 5021	Train and Sustain Mission Area - Other Direct Cost (ODC) Pre-approved ODCs only. All invoiced ODCs must have proof of prior approval by the COR, if less than $(to be determined at the task order level), or the KO, if more than $(to be determined at the task order level). The offeror shall provide the MAXIMUM load rate for all ODCs as part of this schedule, to be consistent for the entire performance period. Product Service Code: R608 Pricing Arrangement: Cost No Fee	1	Job		

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Option Line Item 5022	Train and Sustain Mission Area - Travel Reimbursement for allowable and approved travel expenses in accordance with applicable regulations and the terms and conditions stated in the contract /task order. All invoiced travel costs must have proof of prior approval by the COR, if less than $(to be determined at the task order level), or the KO, if more than $(to be determined at the task order level). The offeror shall provide the MAXIMUM load rate for all travel as part of this schedule, to be consistent for the entire performance period. Product Service Code: R608 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 5023	Train and Sustain Mission Area - (Defense Base Act) The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of (name of provider) invoice submitted by the offeror after contract award. In the event of	1	Job		

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	recalculation of the premium by (name of provider) based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. Product Service Code: R608 Pricing Arrangement: Cost No Fee				
Option Line Item 5024	Train and Sustain Mission Area - Data Data in accordance with the Contract Data Requirements List (CDRL) DD Form 1423. No additional cost. Product Service Code: R608 Pricing Arrangement: Cost No Fee	1	Job		

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Section C - Description/Specifications/Statement of Work

C.1 Performance Work Statement Overview.

C.1.1 Non-Personal Services. This is a non-personal services contract to provide foreign language interpretation, translation, and transcription services. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

C.1.2 Background. In October 2005, the Department of Defense (DoD, now Department of War, DoW) designated the Army as the DoD Executive Agent for contracted foreign language support. The Secretary of the Army (SECARMY) subsequently delegated responsibility to the Deputy Chief of Staff (DCS) G-2 for identifying and managing DoD Enterprise foreign language service support requirements. Furthermore, the SECARMY designated U.S. Army Intelligence and Security Command (INSCOM) as the supporting agency responsible for providing acquisition solutions for identified foreign language service support requirements in accordance with AR-11-6. The DoW Enterprise is defined as the Military Departments, the Joint Staff, the Combatant Commands, the Defense Agencies, the DoW Field Activities, and all other organizational entities within the DoW (hereafter referred to collectively as the "DoW Enterprise") unless exempted per DoD Directive 5160.41E.

C.1.3 Strategic Languages List (SLL). Based on national security and defense strategies, and representing the collective needs of the Military Services, the DoW SLL projects language priorities to focus resources for training, recruiting and manning. In accordance with DoD Directive 5160.41 E, the Under Secretary of Defense for Personnel and Readiness publishes a DoW SLL and updates it as required. DoW's SLL is prioritized into "Immediate" and "Emerging" categories. The Department of War Language Interpretation and Translation Enterprise III (DLITE III) aims to support the DoW Enterprise by providing a centralized acquisition vehicle to provide contract linguist support services in support of National Security objectives.

C.1.4 Purpose. Through the DLITE III acquisition, the Government seeks to centralize its management of contract foreign language support to promote a coherent DoW-wide program, advance Defense Language Program objectives, and avoid duplicative efforts. The need for foreign language support is greater than the Army's ability to resource with military-trained linguists. As a result, contract linguists are needed to perform work in support of a wide variety of military activities ranging from international conferences and criminal legal proceedings to real world military operations and intelligence support functions. The primary objective of the DLITE III program is to get the right linguist, to the right location, at the right time to perform interpretation, translation, and/or transcription services. Services are available to DoW and other Government departments/agencies/offices in support of national objectives.

C.1.5 Mission Areas. The DLITE III Performance Work Statement (PWS) is aligned with the Army Regionally Aligned Readiness and Modernization Model (ReARMM) process. ReARMM provides Army units to Combatant Commands (COCOM) and civil agencies that align regionally to meet current Joint Force demand while preparing the force for the future. Implementation of ReARMM

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will allow active-duty, Guard and Reserve forces to generate and project power during times of competition, crisis and conflict, all while simultaneously implementing change through scheduled modernization and training windows. These operational requirements focus the prioritization and synchronization of institutional functions to recruit, organize, man, equip, train, sustain, mobilize, and deploy units on a cyclic basis. Simultaneously, Army institutional adaptations to ReARMM maximize potential efficiencies while ensuring effective capabilities are built to support operational requirements. ReARMM sequences the unit readiness activities of United States (U.S.) forces returning from and deploying to various real-world missions. The ReARMM objective is to maintain an increasing level of available unit readiness over time sufficient to carry out the President's National Security Strategy objectives. To help accomplish this, DLITE III is structured to align with ReARMM cyclical activities, which are divided into two active mission areas:

1) Train and Sustain Operations and

2) Force Projection Operations

C.1.5.1 Train and Sustain Operations. The Train and Sustain Operations mission area involves requirements suitable for small business. Missions include military training and field exercises, language enabled role players, cultural familiarity and awareness missions, and performance of day-to-day fixed station operations in both the Contiguous United States (CONUS) and Outside the Continental United States (OCONUS) locations. The linguist requirements supporting training operations are typically intermittent and temporary in nature, while those supporting sustainment operations are typically optioned in one (1) year increments. Train and Sustain Operations have been set aside for small businesses.

C.1.5.2 Force Projection Operations. The Force Projection Operations mission area involves requirements with large, complex logistical, personnel and management requirements. Missions require linguist support services in support of forces engaged in humanitarian, peacekeeping, contingency and combat operations, typically OCONUS without a well-defined timeframe or quantity for delivery. Force Projection Operations is Full and Open Competition.

C.1.6 Performance Based. DLITE III and all issued task orders will employ performance-based acquisition principles outlined in Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) 37.1, unless otherwise authorized at the task order level. This IDIQ and each task order will utilize a PWS to outline required results and a Performance Requirements Summary (PRS) to establish contractor performance standards. Each task order, unless otherwise authorized, will contain a PWS and PRS that will be tailored to the specific government objectives. The Contractor shall ensure all services provided meet the PWS requirements and PRS objectives. The Contractor shall ensure any deviations or deficiencies are promptly identified and corrected. The Government will monitor and evaluate the Contractor's performance using the performance standards identified in the PRS.

C.1.6.1 Task Orders. Contractors shall meet the performance objectives specified in task orders issued under DLITE III as well as the IDIQ PWS, Task orders may also contain performance objectives specific to the mission that are not included in the IDIQ PWS, or are of a higher or more stringent standard.

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C.2.1.0 OVERVIEW.

Task orders issued against DLITE III contracts require all of the performance objectives contained in this IDIQ level PWS to be accomplished at task order level. Task orders may also contain performance objectives specific to the mission that are not included in the IDIQ PWS or are of a higher or more stringent standard. Evolving mission requirements may require changes to task order requirements and required linguist staffing levels.

C.2.1.1 OBJECTIVE.

Foreign language skills and associated regional expertise are considered critical competencies essential to the DoW mission and shall be managed to meet DoW mission needs. The DLITE III acquisition ensures that these critical skills are available to meet ongoing, new, and devolving mission requirements. The Contractor will be evaluated on their success in meeting task order performance objectives for delivering language support services that directly contribute to achieving specified task order requirements in support of end user mission(s). The Contractor shall perform all requirements and responsibilities in support of DoW as outlined in this PWS including all subsequent task orders. All support and staff shall be fully trained, professional, and customer oriented, consistently providing responsive, flexible, innovative, and cost-effective service. The Contractor shall ensure quality work performance in accordance with applicable standards and guidelines. The Contractor shall perform the standards of this PWS in an environmentally acceptable and safe manner consistent with Federal, State and Local laws as well as applicable policies, regulations and instructions.

C.2.1.2 SCOPE.

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform language support services as defined in this PWS and subsequent task order PWS's except for those items specified as Government Furnished Equipment (GFE). The Contractor shall perform to the standards in this contract and as specified in awarded task order(s). The task orders will include a GFE attachment, if appropriate.

C.2.1.3 PERIOD OF PERFORMANCE.

The Government anticipates award of multiple Indefinite Delivery Indefinite Quantity (IDIQ) contracts with a base five (5) year ordering period with one optional five (5) year ordering period. Task orders may have up to one (1) year base period and may have up to four (4) option periods (no option period will exceed one (1) year in duration). In addition, the IDIQ will include RFO FAR 52.217-8 - Option to Extend Services. It is anticipated that each task order will include the aforesaid clause.

C.2.1.4 PLACE OF PERFORMANCE.

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To include the 48 contiguous states, the District of Columbia, Hawaii, Alaska, and all United States (U.S.) territories, including Guantanamo Bay, as well as OCONUS locations. The specific place(s) of performance for each task order will be defined at the task order level.

C.2.1.4.1 On-Site: As specified in the task order, linguist services will be required on-site (CONUS and OCONUS) at a Government facility or other Government designated site(s). Locations include, but are not limited to: Convention Centers, Hotels, Court Rooms, Commercial Office buildings, Military Prisons, Military Interrogation Facilities, Military Field Training Areas, and other Military Installation and/or leased commercial facilities.

C.2.1.4.2 Off-Site. As specified in the task order, linguist services may be performed at Contractor facilities. Some task orders may require linguists to perform interpretation services over the phone and internet using voice, text, and/or video communications. Other task orders may require off-site translation of documents into camera-ready products.

C.2.1.5 Austere Environments. Missions may require linguists to live in austere field conditions, working and living with service personnel, which may include performance aboard ship, in field environments, and may require physically capable linguists. Specific requirements will be specified at the task order level.

C.2.1.6 HOURS OF OPERATION.

C.2.1.6.1 Contract (IDIQ) hours of operation.

Following first task order award, Contractor shall maintain a CONUS based Program Management Office (PMO) operation with a minimum schedule of five (5) days a week (Monday thru Friday), eight (8) hours per day, throughout the period of performance. Corporate management personnel shall be available to the Contracting Officer (KO), Contracting Officer Representative (COR), Contract Linguist and Intelligence Program Support Office (CLIPSO) leadership, or other designation personnel 24/7 to address Government concerns.

C.2.1.6.2 Task order hours of operation.

Specific linguist work requirements will be identified in each task order. Management personnel hours of operation are at the discretion of the Contractor and there may be instances where Contractor management may be required to work beyond the confines of a routine work schedule to fulfill their responsibilities. Contractor management staff shall also be subject to recall 24 hours a day, 7 days a week.

C.2.1.6.2.1 Sustain efforts.

FTE's for Sustain efforts are typically 2,080 hours annually (8 hours/day x 5 days/week x 52 weeks /year). As specified in the task order, efforts may have reduced hours due to Federal Holiday periods.

C.2.1.6.2.2 Train efforts.

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FTEs for Train efforts vary by effort from 8 to 12 hours daily for the duration of the training event. The Contractor shall maintain a flexible scheduling arrangement for FTEs assigned to Train efforts, with the ability to work varying hours (8-12 hours daily) for the duration of the training event, as required by the Government.

C.2.1.6.2.3 Force Projection efforts.

FTE's for Force Projection vary by effort but are typically 4368 hours annually (12 hours/day x 7 days/week x 52 weeks/year), 3744 hours annually (12 hours/day, 6 days/week), 2080 hours annually (8 hours/day x 5 days/week x 52 weeks) or 1920 hours annually (8 hours/day x 5 days /week minus holidays and time off). At the task order level, the contractor shall provide linguist services for the designated number of FTE hours

C.2.1.6.3 The COR or KO shall approve all additional hours before they may be worked, when practical. Billing for additional hours worked shall be at the same rate as normal hours. If required additional hours are expected to exceed the allowed-for number of hours and the overall funded contract amount, the Contractor shall submit a proposal to the KO outlining the effort and how much that effort will cost prior to start of work.

C.2.1.6.4 All Contractor personnel leave shall be coordinated, in writing, between the Contractor and the COR or ACOR to ensure minimal disruption to the mission, as specified in the task order. The Contractor employee shall report any foreign personnel travel in accordance with INSCOM and Office of the Director of National Intelligence (ODNI) Security Executive Agent Directive 3 (SEAD-3) policy. If a Contractor employee is unable to work for any reason (e.g. Paid Time Off (PTO), sickness, incapacitation, non-emergent medical care, etc.)), the Contractor shall provide a temporary replacement possessing the same skills, clearance, and knowledge at no additional cost to the Government unless otherwise directed by the COR.

C.2.2 FOREIGN LANGUAGE SUPPORT OBJECTIVES.

C.2.2.1 FOREIGN LANGUAGE SUPPORT OBJECTIVES.

C.2.2.1.1 The Contractor shall provide foreign language support services, including direct interpretation, transcription, and translation services in support of military missions, interrogations, intelligence operations, legal proceedings, and other operational missions. False commitment of U. S. resources, endangerment of U.S. Forces, or excessive/unnecessary collateral damage due to interpretation, transcription, and/or translation errors, partial interpretation and/or translation, or intentional sabotage must be minimized.

C.2.2.1.2 The Contractor shall provide cultural familiarization and intercultural awareness support services. Objective is to familiarize military forces with local customs, traditions, and culture in order to gain insight and reduce likelihood of misunderstanding between U.S. Forces and host nation population. The goal is for U.S. Forces, when deployed, to show appreciation and respect for local customs with the hope of gaining the cooperation of the host nation population. The cultural familiarization should also include appropriate ways of handling and resolving the most frequent and common conflicts that occur between military personnel and host nation populace

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C.2.2.1.3 Train Missions: The Contractor shall provide foreign language support services, including direct interpretation, transcription, and translation services during military field training exercises as well as ongoing sustainment operations. For field training exercises the primary objective is to provide U.S. military forces with a realistic simulation of the host nation environment prior to actual deployment so that personnel become familiar with, and are able to appropriately and decisively react to, a variety of situations requiring interactions with a host nation's population, military organizations, local businesses, religious leaders, and Government officials. Training exercises may also include scenarios with linguist participation as captured enemy combatants and non-combatants subject to non-hostile interrogation simulations.

C.2.2.2 LINGUIST SUPPORT SERVICES. The following are examples of services that may be required under DLITE task orders. Specific requirements will be identified in each task order.

C.2.2.2.1 Interpretation.

The Contractor shall provide interpreters who have a command of English and the SCRL languages. The following is an example of what may be required of interpreters at the task order level: interpreters shall: (1) comprehend the SCRL language as spoken and written, (2) speak both the SCRL required language(s) and English, (3) choose an expression in English that fully conveys and best matches the meaning of the source (SCRL) language, (4) have familiarity with the cultural context of both the SCRL and English, (5) have knowledge of terminology in specialized fields, (6) observe protocols applicable to different settings, and (7) master the modes applicable to these settings.

C.2.2.2.2 Transcription.

The Contractor shall provide written translations of aural, videotape, and/or other sources of media from one language into another language, with the meaning and intent of the original source preserved. Services shall include transcription of aural sources in an SCRL by technically qualified and experienced translators at the level of competency required. The following is an example of what may be required of transcribers at the task order level: transcribers shall: (1) listen or view the material and comprehend the SCRL language, (2) write comprehensibly in English and/or an SCRL language(s), and (3) choose the equivalent expression in English that both fully conveys and best matches the meaning intended in the SCRL language.

C.2.2.2.2.1 Computer Assisted Translation (CAT) or other Artificial Intelligence (AI) tools. The Contractor may utilize CAT tools to assist in transcription. The Contractor shall ensure all materials are reviewed and quality checked for content, context, grammar, phraseology, syntax, and format by a skilled and qualified linguist prior to submission to the end user/requestor.

C.2.2.2.3 Translation.

The Contractor shall provide translations of source texts in one language into another language, as identified above, with the meaning and intent of the original text (Translation). Services shall include translation of documentation by contractually qualified and experienced translators at the level of competency required. The following is an example of what may be required of translators

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at the task order level: translators shall: (1) read and comprehend the SCRL language, (2) write comprehensibly in one of the sources SCRL languages, and (3) choose the equivalent expression into the required SCRL language that both fully conveys and best matches the meaning intended in the source SCRL language (referred to as congruity judgment).

C.2.2.2.4 Sign Language.

The Contractor shall provide sign language interpretation of spoken English to or for deaf or hearing-impaired persons. All sign language interpreters shall use the American Sign Language (ASL) and Sign English (SE) to perform interpretation for deaf or hearing-impaired individuals. The sign language interpreters shall be certified by the National Certification Registry of Interpreters for the Deaf (RID).

C.2.2.2.4.1 Computer Aided Realtime Translation (CART).

The Contractor should use a stenographer's machine attached to a computer that translates the stenotype shorthand into English and displays it on a computer monitor or large screen, whichever is appropriate for a given situation. The service transcribes spoken English to the printed form which is accessible to most deaf and hearing-impaired people.

C.2.2.2.4.2 Remote CART.

The Contractor shall provide remote CART service using same CART service as described above, except that the service is provided over an internet connection from an off-site location. The Contractor may use CAT tools in performing transcription. The Contractor shall ensure that the remote CART service is available and accessible to users at least 100% of the time.

C.2.2.2.5 Ancillary Services.

Linguists may be required to perform ancillary service in conjunction with Linguist Support Service. Ancillary services may include coordination, escort, administration, or analysis. Ancillary tasks may require utilization of linguist's cultural, linguistic and situational expertise to provide relevant context, meaning, and insight. Upon government direction, linguists may be required to search, locate, and incorporate open source or classified information. Linguist analysis shall be documented and include appropriate security markings

C.2.2.3 METHOD OF SERVICE SUPPORT DELIVERY

The Contractor shall perform to the standards outlined in this basic contract PWS as well as the specific standards outlined within each awarded task order (TO). The Contractor shall provide guidance and assistance to ensure all services are provided efficiently and economically, while providing quality products and services meeting customer requirements. The performance measures and metrics utilized under the basic contract is summarized in the PRS in section C. 2.5.0 of this PWS. The Government has aligned (and will continue to adjust) its contract level Quality Assurance Surveillance Plan (QASP) to monitor key indicators in the Contractor's business processes that affect these performance standards. The Government will have QASPs, developed specifically for task orders, to monitor key indicators and performance standards.

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C.2.2.4 LINGUIST CATEGORIES. The below are categories and requirements of linguist that may be required at the task order level.

C.2.2.4.1 Linguist Category I (CAT I).

CAT I linguists shall have a working proficiency (Interagency Linguist Roundtable (ILR) level 2+) in English. As proscribed at the task order level, a CAT I linguist may be locally hired, from a region outside of the Area of Operations (AO), i.e. a third country national, or a U.S. Citizen or person, and will not require a security clearance. All CAT I linguists will be security vetted by Government designated personnel. All CAT I linguists will be security vetted by Government designated personnel for determination if the linguist shall be allowed to work in that capacity.

C.2.2.4.2 Linguist Category II (CAT II).

CAT II linguists shall have a working proficiency in English (ILR level 2+). Unless otherwise authorized by the KO, CAT II linguists shall be U.S. citizens who have been security vetted by Government designated personnel. CAT II linguists may be granted interim access to SECRET by the Defense Counterintelligence and Security Agency (DCSA) or other designated U.S. Government Personnel Security authority for the specific purpose of providing support under this contract. In the event interim access is granted, it is not transferable to other Government contracts or agencies.

C.2.2.4.3 Linguist Category III (CAT III).

CAT III linguists shall meet at a minimum the criteria of ILR level 3 in English. CAT III linguists shall be able to understand the essentials of all speech in a standard dialect and have a sufficiently broad vocabulary such that he/she rarely has to ask for paraphrasing or explanation. CAT III linguists shall be able to accurately follow the essentials of conversations between educated native speakers, reasonably make and answer telephone calls, understand radio broadcasts, news stories similar to wire service reports, oral reports, some oral technical reports and public addresses on non-technical subjects. CAT III linguists shall be U.S. citizens who either possess a TOP SECRET Security Clearance with access to Sensitive Compartmented Information (TS/SCI), or who, after prescribed counterintelligence review, have been granted by the U.S. Government, at a minimum, an interim TS clearance with interim access to SCI. In the event interim access is granted, it is not transferable to other Government contracts or agencies.

C.2.2.4.4 All U.S. Citizen and Person CAT I, II, and III linguists will be security vetted by Government designated personnel in accordance with the Contract Linguist Screening and Vetting Policy, dated 09 May 2024, including any additions or addendums. Additionally, due to specialized system or facilities access requirements, some task orders may require compliance with extended security vetting processes under the purview of the National Security Agency's (NSA's) Military External Affiliates Division (MEAD). This includes, but is not limited to, preparation and submission of Local Site Access (LSA) or MEAD applications and subsequent approval by NSA Security to gain access to the required systems and facilities prior to receiving Government authorization to begin work and incur labor costs on the program.

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C.2.2.4.5 Unless otherwise specified in the individual task order, all CAT II and CAT III linguists shall be U.S. Citizens.

C.2.2.4.5.1. Categories of Non-U.S. Citizen CAT I Linguists.

Use of the following categories of linguists may be specified at the task order level:

C.2.2.4.5.1.2 Local National (LN).

In addition to knowing the languages and dialects within the host nation, an LN knows the culture, Government, society, economy, and daily life of source-language countries. Such knowledge is acquired through lifetime residence in the host nation. LNs must show evidence of formal education and/or experience in reading, writing, and speaking English and the SCRLs (ILR results can be used as evidence). The Government will review each LN linguist's background and determine if the linguist shall be allowed to work in that capacity.

C.2.2.4.5.1.3 Third Country National (TCN).

In addition to knowing the language itself, a TCN must be well versed in the culture, Government, society, economy, and daily life of source-language countries. Such knowledge may be acquired through a college education with studies covering a source-language country or region, lengthy residence in or adjacent to a source-language country, or other suitable experience. TCNs claiming an acquired SCRL must demonstrate lengthy residence in a SCRL nation or show other evidence of extensive experience speaking, reading, and writing the SCRL in a setting where use of these skills at an educated native level is demanded on a frequent and regular basis (ILR results can be used as evidence). The Government will review each TCN linguist's background and determine if the linguist shall be allowed to work in that capacity.

C.2.2.5 LINGUIST QUALIFICATIONS

C.2.2.5.1 Language Certifications:

Every linguist nominated shall have passed language skills testing that is dated no earlier than nine months prior to submission for consideration, regardless of previous work as a linguist /translator. The language skills testing requirements are designed to ensure that linguists have the necessary language proficiency to perform the tasks outlined in the task order. The contractor shall work with a third party for testing and all scores shall be recorded and presented in accordance with the Interagency Linguist Roundtable (ILR) 5-point scale unless otherwise specified in the task order. Skills testing shall include Reading, Listening, Speaking and Writing modalities in both English and the SCRL. All skills testing shall be given and graded by an approved, accredited testing organization and the test results shall be presented in the ILR format. The Contractor may be required to forward resumes and language testing results for all nominated linguists to the COR and Government Lead prior to authorization for a linguist to begin work on this contract. Exceptions may be granted by the Government on a case-by-case basis as coordinated by the COR. For skills testing adhering to the Defense Language Proficiency Test (DLPT) V format, a minimum score of 3 for each skills testing modality shall be achieved. A minimum test score that is

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comparable to a 3 on the DLPT V for all other testing formats is acceptable. The task orders will specify when DLPT V is required.

C.2.2.5.2 The Contractor shall ensure all linguist employees have been skills tested and verified by an independent organization or association, whose compensation for services rendered is strictly for skills testing services and is in no way related to or affected by each candidate's skills testing results, the ILR rating associated to each linguist's assigned category due to skill(s) required (reading, writing, speaking and listening comprehension) to perform, or the contracted company's performance in fulfilling Government requirements.

C.2.2.5.3 The Contractor shall ensure all linguist employees are re-tested and re-certified by an independent organization or association as meeting the ILR standard(s) on an annual basis. The re-testing and re-certification requirements are designed to ensure that linguists have the necessary language proficiency to meet the performance metrics and outcomes outlined in the PWS and PRS. The Government reserves the right to require re-certification of language skills upon request. At a minimum, the Contractor shall re-test/re-certify the entire linguist employee staff (including all incumbents hired at time of transition) at the commencement of any task order performance period and on an annual basis thereafter by an independent testing agency. All incumbent testing/retesting shall be completed within 90 days of a task order award that includes transition of an existing effort.

C.2.2.5.4 The Contractor shall ensure all sign language interpreters are certified by the National Certification Registry of Interpreters for the Deaf (RID).

C.2.2.5.5 Linguist personnel with multiple language capabilities and previous analytical experience provide higher mission capability to the Government. Technical automated information system skills, such as word processing and data entry, to be used in conjunction with written translations, the ability to use advanced language software programs, and the ability to participate in forensic processing also increase mission capability.

C.2.2.5.6 Advanced degrees or experience in the following fields provide additional capability. The below is not intended to be an exhaustive list:

Intelligence (forensic processing, triage, prioritization, screening, gisting, translation, transcription, interpretation, reporting, dissemination, storing and archiving of captured, seized or otherwise acquired documents and media)

Engineering

Computer Science

Chemistry

Physics

Legal

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Medical

Banking and Finance

Foreign Military

C.2.2.5.7 Linguists may be required to complete specified Government training on specific topics or to gain access to computer systems prior to performing, e.g. current events, cultural awareness, security procedures, Document and Media Exploitation (DOMEX) processes and procedures, and any other mission related knowledge or skill the Government determines the Contractor will need to perform work under this contract. The Contractor shall ensure that linguists who receive training on specific topics, such as DOMEX processes and procedures, are able to apply that knowledge to meet the performance metrics outlined in the specific task orders. The Government will not provide training that can normally be found in the commercial sector, nor will the Government provide training to enhance an individual's professional skills. However, the task order may detail training specific to the end user mission that may be provided.

C.2.2.5.8 Additional linguist qualifications may be proscribed at task order levels which are specific to mission requirements.

C.2.2.6 LINGUIST PRODUCTIVITY.

C.2.2.6.1 At the task order level, the Contractor shall perform all tasks/work required to manage, maintain, measure, track and report on the quality and quantity of the work performed. Based on operational requirements established by the COR/RA, the Contractor shall determine the operational workflow structure and duties to be performed as requirements dictate and shall direct linguists in the performance of their duties, ensuring efficiency and quality of output. Linguists will be assigned functions by the Contractor based on personnel capabilities, maturity and aptitude, the direction most conducive to successful operations and maximum efficiency.

C.2.2.6.2 The Contractor shall perform all necessary quality inspections to ensure documents /media have been properly and completely reviewed and shall review feedback from analysts and other Government authorized personnel for continuous improvement impact. Contractor shall ensure all documents/pages can be traced to the individual linguist performing the work, as well as the dates/times the document was in an individual linguist's possession.

C.2.2.7 QUICK REACTION CAPABILITY (QRC).

At the task order level, the Contractor shall have the capability to rapidly provide replacement personnel from among its other employees until such time as permanent personnel can be provided. This change shall be coordinated with the KO and COR. The Contractor shall have available at the request of the COR or RA a list of all linguists providing services under this contract. The listing shall be current and accurate (updated every 24 hours) at all times and include at a minimum: name, social security number (if U.S. citizen), start date of service, anticipated end date of service, language(s) for which employed, region of assignment, current unit of assignment, category, date and status (interim or final) of security clearance (if applicable), and

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any other information the Contractor deems pertinent and important. The Contractor QRC shall also include a matrix, which illustrates by task order(s), the number of filled and unfilled positions, numbers of personnel on leave and anticipated return date, linguist's actual end date of service under current task order and start date on new task order. The Contractor QRC list and matrix shall be prepared in Contractor format and submitted to the COR weekly, or as required in the QRC Report (CDRL A0XX determined at the task order level).

C.2.3 MANAGEMENT.

C.2.3.1 PROGRAM MANAGEMENT.

C.2.3.1.1 The Contractor shall provide management personnel that supervise linguists and ensure linguist production requirements and performance standards are met. The Contractor management personnel shall maintain active communication with the DLITE III customers and user representatives and respond to user needs within specified times and dates. The Contractor shall address customer complaints and take appropriate corrective actions to resolve the issue. The Contractor shall effectively interface with its organization, subcontractors, and the Government.

C.2.3.1.1.1 The Contractor shall ensure that linguists are utilized effectively and efficiently to deliver high-quality linguist services, while maintaining a clear separation of roles and responsibilities between linguists and managerial personnel. Unless otherwise specified in the task order, the Contractor shall not assign linguists to managerial positions, i.e. dual hat. Linguists may provide support to managerial personnel related to linguist services, such as quality review.

C.2.3.1.1.2 To ensure that the services defined in the task orders are satisfactorily performed, the KO, in coordination with the COR shall issue directions and requirements concerning work performed to the designated team lead of the Contractor. As required by the IDIQ and task order, the Contractor shall provide regular progress reports and performance metrics to the KO and COR, which will be used to evaluate the Contractor's performance and provide feedback for improvement.

C.2.3.1.1.3 The Contractor shall provide the Government 24-hour access to data, to include Contractor personnel status, expenditure, and other pertinent data.

C.2.3.1.2 Management Personnel

C.2.3.1.2.1 Corporate Points of Contact (POC). The Contractor shall provide at least one corporate level point of contact for each of the following DLITE program positions within five days of IDIQ award. The Contractor shall notify the Government of changes to POC personnel within 24 hours. It is the Government's expectation that the POCs identified at the IDIQ level will comprise the Contractor's senior management staff. (CDRL A00002)

Senior Program Manager

Recruiting/HR Manager

Security Manager

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Contract Manager

Financial Manager

C.2.3.1.2.2 The Contractor shall ensure that the POCs identified at the IDIQ level are responsive to Government inquiries and requests within 24 hours.

C.2.3.1.2.3 Prior to commencement of work, Contractor personnel working on the DLITE III program will be required to sign a Government provided Non-Disclosure Agreement (NDA). Successful Contractors will provide notification upon completion no more than 15 days after award, or with 10 days of POC replacement. Upon identification of a potential OCI, the contractor shall submit an OCI mitigation plan and the KO will review and approve, if determined appropriate. The contractor's approach in mitigating any potential organizational OCIs shall be in accordance and consistent with RFO FAR 9.5. If the KO determines that a waiver is warranted it will be issued in accordance with RFO FAR 9.503.

C.2.3.1.3 Task Order Management Personnel

C.2.3.1.3.1 At the task order level, the Contractor will be required to provide the management and supervision to its employees and subcontractor personnel to ensure performance objectives and quality standards are achieved.

C.2.3.1.3.2 Key Personnel. Key Personnel will be specified at the task order level based on the specific requirements for the effort.

C.2.3.2 CUSTOMER SERVICE.

C.2.3.2.1 The Contractor shall maintain active communications with the customer (user, ACOR /COR, KO, PM, RA), be responsive to customer needs within specified times and dates, and address customer complaints and take appropriate corrective action to resolve or elevate all issues affecting performance.

C.2.3.2.2 The Contractor shall provide speed and reliability in performance of services, i.e. use of electronic media, such as a corporate website or portal that meets Government security requirements, to post appropriate DLITE III and associated task order status information and performance metrics.

C.2.3.3 HUMAN RESOURCE MANAGEMENT/STAFFING PLAN

For each Task Order, the Contractor will need to employ human capital planning and maintain a robust linguist pipeline capable of providing all personnel required. The Contractor's linguist pipeline will need sufficient personnel at various stages of vetting to maintain full staffing. The applicable task orders will provide performance standards and key characteristics for achieving and maintaining full staffing rate upon award and throughout performance. The following

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subparagraphs provide general information regarding recruiting, retaining, pre-vetting, attrition, retention, and pipeline. Task order requirements may differ and take precedent over those stated below.

C.2.3.3.1 Recruit/Retain.

C.2.3.3.1.1 For each Task Order, the Contractor will need to provide rapid recruitment and/or incumbent retention of linguists in the task order SCRL and meeting the qualifications under paragraph C.2.2.5 of this PWS, as well as any additional skills/qualifications specified in the task order.

C.2.3.3.1.2 The Contractor will need to establish a strategy and the associated processes and procedures for maintaining a recruiting pipeline with sufficient numbers of qualified linguists (possessing the required skills and qualifications) to ensure task order fill requirements are met and maintained throughout the period of performance. Contractors will need to account for the Government's security vetting rejection rate, which can be up to 40%, as well as the Contractor's own pre-vetting rejection rate and projected retention/attrition rates. The goal is to minimize the number of rejections and unsuccessful candidates from the Government security vetting process while still maintaining sufficient numbers of linguist candidates that will be favorably considered in the recruiting pipeline to meet task order FTE requirements.

C.2.3.3.2 Pre-Vetting.

C.2.3.3.2.1 At the task order level, the Contractor will need to thoroughly pre-vet all candidate linguists prior to submitting the candidate for Government security vetting. Task orders will determine any additional specific skills, security, physical, and medical requirements or standards that linguists must meet beyond those identified in (C.2.2 and C.2.3.4 of this PWS). The Contractor shall pre-vet each applicant to ensure that each individual's skill level is assessed and fully documented as meeting requirements, as well as other aspects and contract specifications, to ensure the applicant is willing and able to physically and mentally endure the harsh and stressful conditions he or she may be exposed. Pre-vetting standards will be specified at the task order.

C.2.3.3.2.2 The Contractor shall demonstrate a 100% identification rate of personnel with military mobilization recall commitments. The Contractor shall develop a contingency plan, as required at the Task Order level, that ensures replacement of mobilized personnel.

C.2.3.3.3 Retention.

C.2.3.3.3.1 The Government defines retention as effort(s) by the Contractor to create and foster an environment that encourages the most qualified employees to remain employed by maintaining policies and practices that address the employees' diverse needs. The retention rate is the ratio of the number of the most qualified workers that had to be replaced in a given time period as compared to the average number of qualified workers. Retention standards will be specified at the task order level.

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C.2.3.3.3.2 At the task order level, the Contractor will need to establish processes that effectively retain the most qualified CAT I, CAT II, and CAT III linguists as well as management and staff personnel. The Government considers maintaining a low rate of personnel turnover an important performance measure in determining the success of this contract. High turnover costs both the Government and the Contractor significant time and resources to onboard and in-process new personnel.

C.2.3.3.4 Attrition.

C.2.3.3.4.1 The Government defines attrition as decrements in the work force due to resignations, retirement, sickness, death, or other reasons causing individuals to leave contract performance. The attrition rate is the ratio of the number of employees that had to be replaced in a given time period as compared to the average number of workers. Attrition standards will be specified at the task order level.

C.2.3.3.4.2 At the task order level, the Contractor will need to include as a component of appropriately sizing its recruiting pipeline the immediate replacement of departing linguists based upon the Contractor's projected monthly attrition rate.

C.2.3.3.5 Pipeline.

The Contractor's pipeline is critical to the supply of quality candidates and maintenance of staffing requirements. Thoroughly pre-vetting candidates early-on in the process (i.e. low rejection rate following recruitment pre-vetting) is also viewed by the Government as key to maintaining a reliable linguist pipeline of qualified linguist candidates (not clogged with unqualified candidates that were not pre-vetted or otherwise have known conditions precluding successful deployment). The "vendor pipeline" includes number of candidates that have completed 1) vendor pre-vetting, 2) CI-focused security interview, 3) polygraph examination, and 4) CRC, as well as those pending security access eligibility determination. The "Contractor pipeline" does not include candidates solely pending Government security vetting or other Government processing and includes the actual number of candidates submitted to the Government awaiting 1) CI-focused security interview, 2) polygraph examination, 3) CRC processing, or pending security access eligibility determination. Contractor pipeline standards will be specified at the task order level.

C.2.3.3.5.1 Total Contractor Linguist Pool (TCLP). The TCLP is "vendor pipeline" detailed in C. 2.3.3.5 and the actual number of linguists performing work at designated performance locations.

C.2.3.3.6 Human Capital Metrics.

C.2.3.3.6.1 The Contractor shall ensure that all personnel assigned to this contract are properly supervised and managed, and that the Contractor maintains control over their work and actions at all times.

C.2.3.3.6.2 The Contractor shall ensure that all employees assigned to this contract, and any awarded task order, comply with all applicable laws, regulations, and security protocols, and shall take immediate action to address any instances of misconduct or inappropriate behavior. The

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Contractor shall have a system in place to detect and prevent misconduct or inappropriate behavior by employees and shall report any incidents to the Government within 24 hours. The Contractor shall cooperate fully with any Government investigation into alleged misconduct or inappropriate behavior by employees and shall take corrective action as directed by the Government.

C.2.3.3.6.3 The Contractor shall notify the Government and provide advanced notification and cause for the removal prior to removal of any linguist.

C.2.3.7 QUALITY ASSURANCE.

C.2.3.7.1 The Contractor is responsible for the development and submission of a Quality Control Plan (QCP) for use as a guide for the implementation of the required management, quality assurance and quality control actions to achieve the specified results of the DLITE III contract and any subsequent task order(s). The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP shall be the means to ensure work performed complies with the requirements of the PWS. The QCP is due concurrently with the proposal submission. The finalized QCP shall be accepted by the Government at the time of award and shall become part of the contract. The Contractor shall provide a QCP that contains, at a minimum, the following:

C.2.3.7.1.1 A description of the inspection system to cover the key processes impacting the delivery of linguist services meeting stated performance standards/qualifications. Description shall specify areas to be inspected on both a scheduled or unscheduled basis and the titles/positions of the individuals (based on the proposed contract operational organizational plan) that will be responsible for the inspection.

C.2.3.7.1.2 A description of the methods to be used for identifying deficiencies in the quality of services performed under this contract and methods to be used to implement corrective actions.

C.2.3.7.1.3 A description of the records to be kept to document inspections and corrective or preventive actions taken. The records of inspections shall be made available to the KO, COR or other designated representative.

C.2.3.7.1.4 A description of methods of direct and indirect communications with the Government or "feedback" regarding contract performance and actions taken to resolve any deficiencies discovered. The communications shall include regular and formal meetings with the Government as well as informal communications.

C.2.3.7.1.5 The Contractor is responsible for management and quality control actions to meet the terms of the contract. The Contractor's Government-accepted QCP shall be utilized throughout the performance of this contract.

C.2.3.7.1.6 After receiving acceptance of the QCP by the Government, the Contractor shall notify the KO in writing of any proposed change to the QCP. Any recommended change(s) shall be

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provided to the KO for review and acceptance not later than 10 working days prior to effective date of the change to the QCP.

C.2.3.7.1.7 The Contractor's quality program shall be subject to Government review under the Government's Quality Assurance Surveillance Plan (QASP). The COR/ACOR will propose changes, in writing, to the KO for action whenever the Contractor's quality control procedures are unable to accurately monitor and maintain the desired performance objective(s). In addition, the Government may require changes to the QCP when there is conflict with the QASP. The Contractor shall revise the QCP within 10 days from receipt of notice by the KO that QCP has been found "unacceptable".

C.2.3.7.1.8 The Contractor shall review the QCP in its entirety at least once a year to ensure that the plan is current and complete. Results of the review and changes to the plan, if applicable, shall be submitted in writing to the KO for review and acceptance not later than 10 working days prior to effective date of the change to the QCP.

C.2.3.7.1.9 The Government reserves the right to have the Contractor update or revise, as required, the QCP for specific task orders at no cost to the Government.

C.2.3.8 REPORTING.

C.2.3.8.1 DoW Electronic Reporting System Requirements.

The Contractor shall ensure accurate and timely exchange of data with the required Government reporting systems IAW with DoW and Army policy and regulations.

C.2.3.8.2 Performance Reporting Requirements. The Contractor shall provide programmatic, schedule, and general performance information to the Government throughout the DLITE III contract period (including option periods). Additional performance standards, Contract Data Requirements List (CDRL), and reporting requirements will be defined at the task order level.

C.2.3.9 SECURITY MANAGEMENT.

C.2.3.9.1 The Contractor shall maintain and administer a security program that ensures the protection of classified information, as measured by the number of incidents, and effectiveness of corrective actions. The contractors security program shall be in accordance with the National Industrial Security Program Manual (NISPOM), Department of Defense (DoD) 5220.22-M, all applicable DoW and DA security policies, procedures, and directives, including the DD Form 254, the SCI Addendum, and the Contract Linguist Screening and Vetting Policy, dated 09 May 2024, including any additions or addendums, and the Director of Central Intelligence Directives (DCID).

C.2.3.9.1.1 Security Plan.

The Contractor shall demonstrate effective administration of personnel and facilities clearances, as measured by the timeliness and accuracy of clearance processing, and compliance with regulatory

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requirements. The Contractor shall have a plan for implementing, maintaining, processing, and administering all personnel and facilities clearances required at the contract and task order levels throughout the applicable period of performance.

C.2.3.9.1.2 Facilities Clearance (FCL).

The Contractor shall demonstrate effective management of their facility clearance and SCIF access, as measured by the timeliness and accuracy of reporting changes to FCL or SCIF access status, and the effectiveness of their access controls. The Contractor shall have and maintain a U. S. Top Secret (TS) facility clearance and access to a currently accredited Sensitive Compartmented Information Facility (SCIF) authorized for TS level safeguarding. The Contractor shall report within three days any changes to FCL or SCIF access status.

C.2.3.9.2 The Contractor shall provide security management support including, but are not limited to, performing classified document control functions, classified materials inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security-related databases.

C.2.3.9.3 Loss or suspension of required security clearance as set forth on the DD Form 254, "Contract Security Classification Specifications," would result in the Contractor's inability to perform in accordance with the terms and conditions of this contract, which would also result in the Contractor's inability to perform at the task order level. The contractor may be subject to termination under the appropriate termination clause(s), as determined at the IDIQ and task order levels.

C.2.3.9.4 Clearance Processing.

At task order level, the Contractor shall demonstrate effective management of the security processing support program, as measured by the timeliness and accuracy of security clearance processing, and the percentage of linguist candidates who successfully complete Counter-Intelligence Screening. The Contractor shall develop security processing support program for select Contractor personnel and linguist candidates requiring Security Clearances and preparing linguist candidates for Counter-Intelligence Screening. Some positions may require HUMINT Control System (HCS), Gamma access, and Counter-Intelligence (CI) Polygraph. The Contractor shall be responsible for obtaining all necessary security clearances for Contractor personnel. The PRS at the task order level may provide specific performance standards for clearance processing.

C.2.3.9.5 Security requirements for individual task orders will be identified in the PWS and DD Form 254 for each task order. The Contractor employees supporting specified task orders must be cleared at the appropriate level prior to performing work on the task order.

C.2.3.9.6 Contractor employees providing onsite support may require access to Secret Internet Protocol Router (SIPR) and Non-Secure Internet Protocol Router (NIPR) accounts at Government facilities. Additional computer system access may be required based on identified task order support. The Contractor may be authorized to courier classified information up to the "Secret" level in the performance of official duties upon approval of and designation by the COR and in

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accordance with approved DoW, INSCOM, and local security procedures. In addition to normal security requirements, the Government may perform additional security determinations of potential Contractor personnel, while under contract, both before and during employment, and reserves the right to direct the vendor to remove individuals from performance at any time. Authorized use of polygraph examinations will be conducted in accordance with DOD Directive 5210.48.

C.2.3.9.7 The Contractor shall demonstrate effective identification and disclosure of their status as Contractors, as measured by the accuracy and consistency of identification badges, and the clarity of disclosures in written correspondence and verbal communications. Contractor personnel refrain from using their retired or reserve component military rank or title while performing in a Contractor capacity.

C.2.3.9.8 This contract may require access to, as well as release and transmission of classified information. The Contractor shall not disseminate or publish, except within and between the Contractor and any subcontractors, classified information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the KO or the COR. Physical and personnel information and operational security measures are part of the security specifications for this contract as outlined in the DD Form 254, and IAW emerging Intelligence Community Directives (ICDs), DCIDs, NISPOM Supplement, and other applicable Government security regulations and directives. The Contractor shall be responsible for furnishing classification guidance to its employees for services to be performed. The Contractor shall comply with special instructions and controls for handling, processing, storing, and transmission of classified information in accordance with applicable Government regulations, manuals and directives. Additional SCI security requirements are delineated in the addendum to the DD Form 254.

C.2.3.9.9 Performance under task orders may require the Contractor to access non-public data and information proprietary to a Government agency, another Government Contractor or of such nature that its dissemination or use other than as specified in the performance work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data nor information developed or obtained under performance of this contract, except as authorized by appropriate Government personnel or upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

C.2.3.9.10 Disclosure of information regarding operations and services of the activity to persons not privy to this information and failure to safeguard any classified information that is made available or to which the Contractor (or any persons under the Contractor's control) comes into contact in connection with work performed under this contract, may subject the Contractor, Contractor's agent, or employees to criminal liability under Title 18, sections 793 and 798 of the United States Code (U.S.C.). Neither the Contractor nor the Contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

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C.2.3.9.11 The Contractor's Special Security Officer (CSSO) shall have oversight responsibility for all security activities and requirements associated with this contract. The CSSO shall ensure all Contractor personnel employed on this contract have appropriate security clearance access eligibility based upon position and functions being performed. The Contractor shall also be responsible for ensuring the availability of eligible personnel for positions and functions requiring a polygraph to obtain access to specific Government SCI facilities and networks to perform work.

C.2.3.9.12 The Contractor shall be responsible for completing all necessary processing steps required to enable the Government process of security badging and credentialing of Contractor personnel. As needed, the Government may issue Contractor personnel a Common Access Card (CAC) for computer access and for logistical support in overseas areas. See AR 600-8-14 (Oct 2020). The Contractor will ensure that all badges and cards issued are returned and Government accounts are closed in accordance with any applicable rules and regulations.

C.2.3.9.13 All categories of linguists and support personnel shall be subject to Counterintelligence-Focused Security Review at any stage of employment and at any time with and without notice and may be selected for polygraph examination, re-examination or security re-vetting at the discretion of the Government. The Contractor shall adhere to all CONUS hired linguist security vetting procedures required by CI teams to conduct interviews in accordance with the Contract Linguist Screening and Vetting Policy, Headquarters Department of the Army Office of the Deputy Chief of Staff, G-2, 09 May 2024, including any additions or addendums. Counterintelligence-Focused Security Review may include but is not limited to: Background checks and interviews, credit checks, criminal records checks, immigration records checks, other agency name checks, and substance abuse checks (including urinalysis, breathalyzer, blood tests, and other appropriate methods). For host nation hired local or third country national personnel, the Contractor shall adhere to all Theater, supported unit, or installation Locally Employed Persons or Screening Cell (LNL) security vetting polices.

C.2.3.9.14 The Contractor shall demonstrate effective management of the linguist candidate application process, as measured by the timeliness and accuracy of submissions, and the percentage of candidates who successfully complete the CIPG examination. When required by task order, the Contractor shall submit (for designated positions) linguist candidate applications to the Government Contract Monitor and COR for scheduling of counterintelligence polygraph (CIPG) examinations to be conducted by Government polygraph program personnel. Application of the CIPG must receive prior approval by the Contract Monitor and the COR.

C.2.3.9.15 The Contractor shall ensure that 100% of deployed personnel have the necessary travel documentation, including passports, visas, and work permits, and that all documentation is obtained in a timely and efficient manner.

C.2.3.10 OPERATIONS AND LOGISTICS.

C.2.3.10.1 At task order level, the Contractor shall have the capability and capacity to get the right linguist, to the right location, at the right time, ensuring the integration and coordination of all activities needed to execute the program and resolve performance issues. The Contractor shall provide command and control, logistical support, and scheduling of its Contractor personnel. The

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PRS at the task order level will provide specific performance standards operations and logistics, e. g. fill rate, customer satisfaction.

C.2.3.11 TRANSITION MANAGEMENT

C.2.3.11.1 Phase-In Periods - Task Orders.

The Contractor shall develop comprehensive procedures for phasing in Contractor performance to the level required within the time allowed under the terms of the task beginning at time of award or Notice to Proceed (NTP). Task order transition requirements will be specified in each task order.

C.2.3.11.1.1 Phase-In Period - IDIQ.

The period between contract award and contract commencement will constitute the Contract phase-in period. The Contractor shall be completely established, have all processes/plans in place and ready to propose on all task order efforts issued by this office no later than IDIQ contract award date. The Contractor shall take all actions required for a smooth transition to support total contract operations as proposed and accepted. During the Contract phase-in period, the Contract shall at a minimum: obtain all required certifications and clearances, obtain all required personnel security clearances, attend post-award meetings as required, and be postured to propose on Requests for Task Order Proposal (RTOP) issued to support the Government under this contract.

C.2.3.11.1.2 Start of Work Meeting - IDIQ

Start of Work Meeting (SOWM): The contractor shall coordinate and lead a SOWM, virtually, NLT 7 calendar days after protest period of award of the IDIQ. The purposes of the meeting are to: 1) discuss any unique characteristics of the DLITE III program; 2) identify stakeholders' roles and responsibilities; and 3) establish a common understanding performance expectation for the DLITE III program. The contractor shall submit the Conference Agenda and Presentation Materials in accordance with CDRL A00001.

C.2.4 OPERATING CONSTRAINTS.

Army Regulation 40-501 Standards of Medical Fitness

Army Regulation 715-9 Operational Contract Support Planning and Management

Contract Linguist Screening and Vetting Policy, dated 09 May 2024, including any additions or addendums.

DoD Instruction (DODI) 3020.41, Operational Contract Support Outside the United States Contractor Personnel Authorized to Accompany the U.S. Armed Forces

Interagency Language Roundtable Language Skill Level Descriptions

DOD 1000.13, Identification (ID) Cards for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals, (JAN 2014)

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U.S. Army Synchronized Pre-deployment Operational Tracker (SPOT)

Strategic Language List (SLL)

ILR Language Proficiency Skill Level Descriptions and Scale

U.S. Host Country, local and international laws and regulations

Treaties and international agreements (e.g. Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements)

Additional constraints may be identified in task orders based upon the requirement, theater, or COCOM being supported.

C.2.5.0 PERFORMANCE OBJECTIVES, GOALS AND OUTCOMES:

In accomplishing the performance objectives of this PWS, the Contractor shall be responsible for achieving and maintaining the performance standards outlined in the PRS.

Performance Requirements Summary

IDIQ Level Required Service (Performance Objective)	**IDIQ Level Performance Standard**	**IDIQ Level Acceptable Quality Level**	**IDIQ Level Method of Performance Assessment**
Program Management (C.2.3.1)	Integration and coordination of all activities needed to execute the contract. Specifically, the timeliness, completeness and quality of problem identification, corrective action plans, and resolution of potential or realized performance issues. No Government technical direction was	No Government technical direction was required to solve problems that arose during performance 90% of the time.	Periodic checks by COR and KO

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	required to solve problems that arose during performance 100% of the time.		
Response to task order modifications (C.2.3.2 and H. 1)	Contractor responds to contract modifications within 7 business days.	No contract modifications take more than 7 business days for Contractor to process.	Periodic checks by COR, KO and Contract Specialist
Customer Satisfaction (C.2.3.2)	Contractor responsive to the Requiring Activity (RA) and End User (EU) inquires and complaints. No Government cure notices, or other technical direction required to resolve performance problems. No validated customer complaints from the CORs within a task order period of performance.	No more than 5 validated customer complaints from the CORs within a task order period of performance. No Government cure notices, or other technical direction required to resolve performance problems.	Customer Surveys. Feedback from RA and End User. COR/ACOR reports.
Subcontractor Management (C.2.3.1.2 and H.8)	Effectiveness in managing subcontractor problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime Contractor	No more than 5 validated customer complaints from the CORs within a task order period of performance. All subcontracting issues addressed by the prime with no impact to end user operations.	Periodic checks by PM, COR/ACOR, and KO. Feedback from RA and End User.

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	performance. All subcontracting issues addressed by the prime with no impact to end user operations. No validated customer complaints from the CORs within a task order period of performance. Small business utilization goals met.		COR/ACOR reports. Periodic review of SF 294 and SF 295 (eSRS).
Personnel Management (C.2.3.1.3)	Effectiveness of Contractor in selecting, vetting, retaining and, when necessary, replacing task order key personnel. Meets staffing fill requirements for task order key personnel.	The Contractor shall maintain a qualified and readily available key personnel workforce to support all awarded task orders. Provides 30-day notice and a replacement candidate with equal or higher qualifications. Maintains 100% of staffing fill requirements for key personnel 10 out of 12 months.	Annual Review by KO and COR
Quality of personnel (C.2.2)	100% or higher match of skills, experience of personnel provided and suitable to the mission requirements.	Performance will be evaluated holistically across all awarded task orders: Meets or exceeds	Periodic checks by COR and KO

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		standard quality level 9 of 12 months but cannot fail in consecutive months.	
Quality of performance (C.2.2.6)	Maintains a 100% or higher level of accuracy in performance of tasks.	Performance will be evaluated holistically across all awarded task orders: Meets or exceeds standard quality level 9 of 12 months but cannot fail in consecutive months.	Periodic checks by COR and KO

*** END OF NARRATIVE ***

Requirements

Department of War Language Interpretation and Translation Enterprise III (DLITE III)

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Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-4	Inspection of Services-Fixed-Price.	1996-08		
52.246-5	Inspection of Services-Cost-Reimbursement.	1984-04		
52.246-6	Inspection-Time-and-Material and Labor-Hour.	2001-05		

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Section F - Deliveries or Performance

F.1 PERIOD OF PERFORMANCE.

The dates indicated under "Delivery Information" represent the IDIQ five-year base ordering period and IDIQ five year option period of performance. Task Orders may be issued throughout the contract life. Ordering periods will be IAW the terms and conditions stated in this contract, including any applicable ordering and delivery clauses in Section I. The performance period for each Task Order will be specified in the Task Order.

F.2 PLACE OF PERFORMANCE.

Contract performance is anticipated to include support of DoD Enterprise operations worldwide, as described in IDIQ PWS section C.2.1.4. Individual task orders will specify the place(s) of performance for each task order.

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	1989-08		
52.242-15	Stop-Work Order. (Alternate I)	1989-08	Alternate I	1984-04

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Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.204-7006	Billing Instructions-Cost Vouchers	2023-05		
252.231-7000	Supplemental Cost Principles	1991-12		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.232-7008	Assignment of Claims (Overseas).	1997-06		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely

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identifies a unit, activity, or organization.

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Determined at Task Order Level

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

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

Determined at Task Order Level

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

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

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

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

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

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

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

Routing Data Table*

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Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	Determined at Task Order Level
Issue By DoDAAC	W50NH9
Admin DoDAAC	W50NH9
Inspect By DoDAAC	W50NH9
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W50NH9
Service Acceptor (DoDAAC)	W50NH9
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	Determined at Task Order Level
Other DoDAAC(s)	N/A

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

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

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

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

(g) WAWF point of contact.

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

Determined at Task Order Level

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

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

(End of clause)

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Section H - Special Contract Requirements

H.1 TASK ORDER PROCEDURES.

In accordance with the Federal Acquisition Streamlining Act (FASA), Competition in Contracting Act (CICA),

Truth in Negotiation Act (TINA), and RFO FAR 16.507-2, the Contracting Officer (KO) will give each awardee a fair opportunity to be considered for each order unless an exception to the fair opportunity process applies.

Fair opportunity will be provided through Request for Task Order Proposal (RTOP). Each RTOP will identify the requirement and salient evaluation factors pertaining to that requirement. These factors will be detailed in each RTOP.

RTOPs will be competed in accordance with the RFO FAR 16.507-2(c).

H.1.1 The KO will issue the RTOP to the appropriate group of contractors based upon the mission area, as identified in Section C, and the task order requirement. It is the Government's intent to issue an RTOP which reflects a performance-based contracting approach and the Government will provide a PWS unique to each task order. Each RTOP will address performance objectives, metrics, anticipated contract type, period of performance, contract line item number (CLIN) structure, task order proposal instructions, due date, other special requirements (as needed) and applicable evaluation criteria unique to each individual task order. The Government's RTOP does NOT constitute an authorization to start work. The Government is not required to approve or issue an award for any resulting task order proposals.

H.1.2 The Government reserves the right to mandate all contractors propose on each RTOP if the KO determines that it is in the best interest of the Government. If this approach is implemented, the KO may require all contractors to submit a proposal for each RTOP issued. Additionally, the KO may allow contractors to request a waiver in lieu of submitting a proposal for a particular RTOP. Details of the waiver process will be provided in the event that the KO exercises this right.

H.1.3 Security Clearance for Classified Orders.

Contractors shall properly safeguard all classified information when proposing on classified task orders and shall be in compliance with the requirements of any applicable DD 254. The RTOP shall specify process and procedure in submitting proposals for classified task orders.

H.1.4 Commencement of Work.

The contractor shall commence work only after the issuance of the KO signed task order and a notice to proceed (NTP), unless otherwise directed by the KO in writing.

H.1.5 Assignment of COR.

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A COR and/or an ACOR Government point of contact will be designated for each task order by the KO.

H.2 PROCEDURES FOR TASK ORDER AWARD SELECTION.

H.2.1 The KO will preserve competition amongst the awarded contractors through the Fair Opportunity Process. The KO will apply best business judgment to ensure task orders are awarded to the most qualified offeror that offers the best value to the Government.

H.2.2 The Government intends to provide all awardees, within the appropriate requirement category, a fair opportunity for consideration on identified DLITE III requirements. This fair opportunity will be provided through the KO's evaluation of the contractor's proposal for a specific task order requirement. At the KO's discretion, other information (such as, the contractor's past performance, DLITE III performance history, and/or other relevant information known or made available to the KO) may be utilized to make the award decision. RTOP proposals will be evaluated utilizing a variety of evaluations methods, e.g., Best Value trade-off analysis or Lowest Price Technically Acceptable, and that will be determined and stated within RTOPs.

H.2.3 For competitive task orders with a value of less than the amount stated in RFO FAR 16.507-5 (c), currently $7.5M, formal debriefings are not required and will not be provided. If requested by the unsuccessful offeror, the KO will provide an informal briefing (summary of the rationale for award) by electronic mail. For competitive task orders with a value of $7.5M or more, an unsuccessful offeror may request, in writing, a formal debriefing in accordance with RFO FAR 15.206.

H.2.4 Exceptions to the Fair Opportunity Process. There may be certain circumstances that may require the Government to exempt the fair opportunity process. The exceptions to fair opportunity for a task-order exceeding the micro-purchase threshold, are stated in RFO FAR 16.507-6(b).

H.2.4.1 In these circumstances, the Government will examine existing information, location of performance, and functional/technical/past performance of the awardees, and determine which awardees will be requested to submit a proposal for the requirement when an exception to fair opportunity exists.

H.2.5 Past Performance.

Contractor performance will be recorded and reported in the Contract Review Information (CRI) system annually. Any past performance reports created in CRI may be utilized during source selection or proposal evaluation for subsequent RTOPs.

H.2.6 Organizational Conflicts of Interests (OCI).

Upon identification of a potential OCI, the contractor shall submit an OCI mitigation plan and the KO will review and approve, if determined appropriate. The contractor's approach in mitigating any potential organizational OCIs shall be in accordance with and consistent with RFO FAR 9.5. If the KO determines that a waiver is warranted it will be issued in accordance with RFO FAR 9.503.

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H.2.7 Contractor Responsibility Determination - Task Order Level.

In accordance with RFO FAR 9.104-1, the KO will review and document that the anticipated awardee of the task order is not included in the Excluded Parties List System (EPLS). Contractors listed on EPLS will not be considered for any task order awards.

H.2.8 Protest of task orders shall be governed by RFO FAR 16.508.

H.2.9 The ACC-DTA Ombudsman is responsible for reviewing contractor concerns and ensuring that all contractors are afforded a fair opportunity to be considered for award, consistent with the procedures in the contract. Contractors are required to document their complaints based on facts that demonstrate they were treated unfairly in the award process. Complaints to the ACC-DTA Ombudsman must be forwarded to:

Army Contracting Command - Detroit Arsenal

Attn: Competition Advocate

6501 E. Eleven Mile Rd.

Detroit Arsenal, MI 48397

H.3 ON RAMP/OFF RAMP PROCESS.

The Government will utilize a unilateral on-ramp and off-ramp process to maintain an active, highly qualified, and competitive pool of contractors in each mission area. The DLITE III MATOC is intended exclusively for a vetted, mission-ready pool of contractors. The Government will not provide performance mentoring, business development assistance, or technical remediation.

H.3.1 On-Ramp

The Contracting Officer reserves the unilateral right to conduct on-ramps at any time during the ordering period if it is determined to be in the best interest of the Government to maintain adequate competition or acquire additional capabilities.

The Government may conduct an on-ramp in accordance with the following streamlined procedures:

a. Notice of an on-ramp solicitation will be publicized on SAM.gov;

b. The actual number of awards will depend on the Government's needs and the number of qualifying proposals received;

c. The basis for award, instructions to offerors, and evaluation criteria will be substantially similar to Sections L and M of the original solicitation;

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d. The terms and conditions of new contracts will be materially identical to the existing DLITE II contracts;

e. The ordering period of any new contracts will be coterminous with the ordering period of the existing DLITE II contracts;

f. New contractors will be subject to the standard minimum guarantee in place at the time of initial IDIQ award;

g. New contractors will be fully eligible to compete on task order RFPs (RTOPs) immediately upon award; and

h. The award of new contracts will not increase the overall ceiling amount of the DLITE II multiple award IDIQ vehicle.

H.3.2 Off-Ramp

Contractors are expected to be self-sufficient and highly competitive. The KO reserves the unilateral right to off-ramp contractors who fail to compete effectively within the competition pool. Off-ramping will result in the termination of the contractor's IDIQ contract for convenience at no cost to the Government.

Failure to compete effectively is rigidly defined as meeting any of the following conditions:

1. Failing to propose on a minimum of 80% RTOPs issued within the contractor's mission area over any rolling twelve (12) month period; or

2. Submitting two (2) or more proposals within a twelve (12) month period that are evaluated as technically unacceptable, non-compliant, unrealistic, or unreasonable; or

3. Failing to win a task order within the first twenty-four (24) months of the IDIQ contract award.

Upon crossing any of these thresholds, the Government will not provide counseling or corrective action periods. The KO will issue a written notice of off-ramp and immediately remove the contractor from the active bidding pool.

H.3.3 Size Status Recertification (Train and Sustain Pool)

IAW RFO FAR 52.219-28, if a contract awardee represented that it was a small business concern prior to award of this contract but must rerepresent its size and socioeconomic status and has a disqualifying recertification where it no longer retains its small business status under the applicable NAICS, this can block eligibility for future set-aside task orders and contract options.

H.4 USE OF CONTRACTOR SUPPORT.

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The Government will utilize services from Federal Acquisition Strategies (FAS), LLC for administrative support through the duration of the contracts; however, the exclusive responsibility for evaluation of task order proposals will reside with the Government. Proprietary information submitted will be protected from unauthorized disclosure as required by subsection 27 of the Office of Federal Procurement Policy Act, as amended (41 United States Code (U.S.C.) 423) (hereinafter referred to as "the act"), as implemented in the FAR. FAS is contractually bound by organizational conflict of interest (OCI) and disclosure clauses with respect to proprietary information. Contractor personnel are subject to the Procurement Integrity Act, 41 U.S.C. 423, and will take all necessary action to preclude unauthorized use or disclosure of a competing contractor's proprietary data. Nondisclosure and OCI certificates for all contractor support personnel are on file at the respective contracting activities.

H.5 LIMITATION OF GOVERNMENT OBLIGATION.

The award document resulting from this solicitation will not have any associated funding at the IDIQ contract level. This contract will have subsequent task orders and, if appropriate, the task orders may be incrementally funded. From time to time the Government will obligate additional funding to specific incrementally funded CLINs/SLINs by unilateral task order modification. Any such modification will state separately the amount(s) allotted for cost, the CLINs/SLINs covered thereby, and the period of performance that the amount(s) is/are expected to cover.

H.6 CONTRACT CHANGES.

The KO is the only authorized official who is able to increase, decrease, or alter the scope of work to be performed. Any orders or instructions received by the contractor that are interpreted as impacting the scope or cost of the contract shall immediately be brought to the attention of the KO for resolution.

H.7 SMALL BUSINESS UTILIZATION.

H.7.1 Small Business Subcontracting Plan (applicable to Other than Small Business Offeror only).

H.7.1.1 The Small Business Subcontracting Plan shall be in accordance with RFO FAR 19.1, RFO FAR 52.219-9, RFO DFARS 219.109, the Army Federal Acquisition Regulation Supplement (AFARS) 5119.7 and AFARS Appendix DD-301. The Small Business Subcontracting Plan will be incorporated into the DLITE III IDIQ contract as Attachment X in Section J.

H.7.1.2 The Small Business Subcontracting Plan shall demonstrate how small business concerns, including; small businesses (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUB Zone small business (HUB Zone SB), small disadvantaged business (SDB), women-owned small business (WOSB), and Historically Black Colleges and Universities/Minority Institutions (HBCU/MI) will have the maximum practicable opportunity to participate in performing contract(s) resulting from this solicitation. The Small

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Business Subcontracting Plan shall also establish procedures to ensure the timely payment of amounts due pursuant to the terms of the subcontracts with small business concerns where the small business concerns will be participating in contract performance.

H.7.1.3 Small Business Subcontracting Plans shall have a minimum small business subcontracting value of 30% of the total value of the subcontracted work for task orders awarded under the IDIQ contract. The 30% small business subcontracting goal includes the following subcategory goals, as a minimum:

Service-Disabled-Veteran-Owned Small Business 5.0%

Veteran-Owned Small Business 5.0%

Small Disadvantaged Business 5.0%

Women-Owned Small Business 5.0%

HUB Zone Small Business 3.0%

The above subcategory percentages shall be calculated based upon the total value of the subcontracted work for task orders awarded over the life of the contract. The Government will review the contractor's progress in complying with these goals in accordance with RFO FAR 52.219-9 and RFO DFARS 252.219-7003. The small business subcontracting requirement for large business shall apply to first tier subcontractors only.

H.7.2 Small Business Participation Plans (SBPP) (applicable to both Other than Small Business and Small Business Offerors).

H.7.2.1 The Small Business Participation Plan shall demonstrate how small business concerns (SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, and WOSBs) will have the maximum practicable opportunity to participate in contract performance. The contractor's SBPP will be incorporated into the DLITE III IDIQ contract as an attachment in Section J.

H.7.2.2 The SBPP shall indicate the percentage of small business participation based upon the total value of the task orders awarded under the IDIQ contract. The offerors under Train & Sustain (Small Business Reserve) shall comply with the requirements of RFO FAR 52.219-14 "Limitations on Subcontracting". The participation subcategory percentages shall be calculated based upon the total value of the task orders awarded over the life of the contract with the focus of meeting or exceeding the 15% minimum quantitative contract requirement for utilization of small businesses for the Force Projection Mission area.

The SBPP shall also include the percentage of participation planned for the following small business subcategories:

Service-Disabled-Veteran-Owned Small Business

Veteran-Owned Small Business

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Small Disadvantaged Business

Women-Owned Small Business

HUB Zone Small Business

H.7.3 Subcontract Reporting in accordance with RFO FAR 52.219-9 and RFO DFARS 252.219-7003: All prime contractors shall submit Individual Subcontract Reports (ISR) and Summary Subcontract Reports (SSR), in accordance with all current applicable guidelines, using the electronic Subcontracting Reporting System (eSRS) (http://www.esrs.gov) and shall ensure that all U.S. subcontractors agree to submit ISRs/SSRs. Any Prime contractor ISR or SRS that cannot be entered into eSRS shall be submitted directly to the KO for review.

H.7.3.1 Failure of the contractor to comply in good faith with its subcontracting plan as required by this contract shall be a material breach of the contract.

H.8 SECURITY REQUIREMENTS.

H.8.1 English Language Documentation.

Except for unusual circumstances, whereby a copy of specific documentation must be written or translated into the language of the host nation, all contractor-prepared documentation to be furnished under the contract shall be written in the English language.

H.8.2 In accordance with DoD Manual 5105.21-M-1, the Cognizant Security Authority (CSA) is the U.S. Army Contractor Support Element (CSE) and supporting Special Security Officer (SSO), Fort Meade, MD.

H.8.3 Military security requirements in the performance of this contract shall be maintained in accordance with the DD Form 254 (Section J, Attachment 1) and any applicable DD Form 254 issued at the task order level. This contract document is UNCLASSIFIED.

H.8.4 Antiterrorism (AT):

H.8.4.1 Antiterrorism and Force Protection (AT/FP): AR 350-1, Army Training and Leadership Development, Section II, G-3/5/7, Antiterrorism and Force Protection (AT/FP). Specific Army standards for AT/FP training are listed in chapter 5, AR 525-13, Individual AT/FP training is mandatory for all soldiers, Department of the Army civilians (DAC) and Do contractors and is strongly recommended for family members prior to travelling outside the 50 United States and its territories and possessions for any reason, including mobilization, temporary duty, permanent change of station, and leave. There is also an AT/FP training requirement for personnel stationed outside the United States. Individual AT/FP training is valid for one (1) year and must be documented.

H.8.4.2 AT Level I Training: All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT

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Level 1 awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR/ACOR or to the contracting officer, if a COR/ACOR is not assigned, within 15 calendar days after completion of training by all employees and subcontractor personnel. AT Level 1 awareness training is available at the following website: https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf

H.8.4.3. Access and General Protection/Security Policy and Procedures: Contractor and all associated subcontractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor and all associated subcontractor employees shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office (PMO), Director of Emergency Services (DES) or Security Office.

Contractor workforce must comply with all personal identity verification requirements (CFR clause 52.204-9, Personal Identity Verification of Contract Personnel) as directed by DoD, HQDA, and INSCOM policy.

In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

H.8.4.4 For Contractors Requiring Common Access Card (CAC): Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following:

(1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely;

(2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or

(3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more (Army Trusted Associate Sponsorship System (TASS) Policy, 08 Nov 17, paragraph 8(2), page 12).

At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

H.8.4.5 For Contractors that Do Not require Common Access card (CAC) but Require Access to a DoD Facility or Installation: Contractor and all associated subcontractor employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate

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Identification Index (NCIC-III) and Terrorist Screening Database (Army Directive 2014-05/AR 190-13); comply with applicable installation, facility and area commander installation and facility access and local security policies and procedures (provided by Government representative); or, at OCONUS locations, in accordance with status-of-forces agreements and other theater regulations.

H.8.4.6 AT Awareness Training for Contractor Personnel Traveling Overseas: This standard language requires U.S. based contractor employees and associated subcontractor employees to make available and to receive Government-provided area of responsibility (AOR)-specific AT and other security awareness training as directed by AR 525-13 and RFO FAR 2-101. Specific AOR training content is directed by the combatant commander, with the unit protection program security representative being the local point of contact.

H.8.4.7 iWATCH Training (This standard language is for contractor employees with an area of performance within an Army-controlled installation, facility, or area): The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Authorization to Operate (ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 60 calendar days of contract award and within 30 calendar days of new employee's commencing performance. iWATCH training results shall be reported to the COR not later than 30 calendar days after contract award.

H.8.4.8 For Contract Requiring Performance or Delivery in a Foreign Country: RFO DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors outside the US (OCONUS). The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall:

(a) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States (RFO DFARS Clause 252.225-7043).

(b) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel (RFO DFARS Clause 252.225-7043).

H.8.4.9 For Contractors Authorized to Accompany the Force (CAAF): RFO DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (OCONUS). CAAF deployed outside the United States in contingency operations (humanitarian or peacekeeping operations; or other military operations or exercises),

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must receive personnel security training as part of the preliminary requirements. The following requirements must be met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(1) All required security and background checks are complete and acceptable.

(2) All CAAF deploying in support of an applicable operation:

(a) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties.

(b) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue).

(c) Have received all required immunizations as specified in the contract.

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(4) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program.

(5) All deploying personnel have received personal security training. At a minimum, the training shall:

(a) Cover safety and security issues facing employees overseas.

(b) Identify safety and security contingency planning activities.

(c) Identify ways to utilize safety and security personnel and other resources appropriately.

(6) Received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(7) Personnel have received law of war training as follows:

(a) Basic training is required for all CAAF. The basic training will be provided through:

(1) A military-run training center

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(b) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

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H.8.5 Operations Security (OPSEC)

H.8.5.1 For Contracts that Require an Operations Security (OPSEC) Program: The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1.

H.8.5.2 For Contracts the require Operations Security (OPSEC) Training: The Contractor shall provide OPSEC training IAW AR 530-1, to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information. Chapter 4 of AR 530-1, Training, requires that newly arrived personnel receive an OPSEC orientation briefing within the first 30 days of arrival at the organization and annually thereafter. The AR further requires that all personnel receive an annual OPSEC briefing. Contractor personnel may utilize the OPSEC briefings presented by the INSCOM OPSEC Program Manager/Coordinator. The Contractor will submit certificates of completion or sign in rosters all initial and annual OPSEC training to the COR. The above requirements will flow down to all subcontractors working on or providing support to the contract.

H.8.5.3 The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted.

H.8.5.4 All material produced by the contractor which will be released to the general public will be subject to OPSEC and Security reviews from INSCOM OPSEC Officer, Security Officer and INSCOM Public Affairs Office prior to release.

H.8.5.5 The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose. The Contractor will also notify the Contracting Officer in writing of its destruction. These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

H.8.6 Cybersecurity:

H.8.6.1 Army Training Certification Tracking System (ATCTS) Registration for Contractor Employees Who Require Access to Government Information Systems: All contractor employees with access to a Government info system must be registered in the ATCTS at commencement of services and must successfully complete the DoD Information Assurance Awareness prior to access to the information system and annually thereafter. The Contractor shall submit training certificates of completion to the COR within 15 calendar days after completion of training by all employees and Subcontractor personnel.

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H.8.6.2 Information Assurance / Information Technology Training: All contractor employees and associated sub-contractor employees must complete the Cyber Awareness Challenge training and exam before issuance of network access and annually thereafter. All contractor employees working CS/IT functions (Technical, Management, Engineering, or Security Practitioner) must comply with DoD and Army training requirements in DoD Directive 8570.01, August 11, 2016, DoD 8570.01-M Change 4, 10 October 2015 and AR 25-2 upon initial employment.

H.8.6.3 Information Assurance / Information Technology Certification: Per DoD 8570.01-M Change 4, RFO DFARS 252.239-7001 and AR 25-2, the contractor employees supporting CS/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M Change 4 must be completed upon contract award. Along with the baseline certification, the contractor must have a computing environment (CE) certification or a certificate of training prior to having privileged access to government systems. Personnel in Level I and Level II positions must have a certificate of training completion in the relevant technology.

H.8.7 Information Security

H.8.7.1 For Contracts That Require Handling or Access to Classified Information: Contractor shall comply with RFO FAR 52.240-92, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M Change 4); any revisions to DoD 5220.22-M Change 4, notice of which has been furnished to the contractor. As prescribed in 4.404(a), insert the following clause the Contractor shall comply with:

(1) The Security Agreement DD Form441), including the National Industrial Security Program Operating Manual (32 CFR part 117).

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(3) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

H.8.7.2 Controlled Unclassified Information (CUI). Include RFO DFARS clause 252.204-7012, which requires the contractor to comply with NIST 800-171. Also include RFO DFARS provision 252.204-2019 into solicitations. Acquisition officials should follow procedures outlined in RFO DFARS 204.73 and verify vendors have an adequate NIST SP 800-171 summary assessment score within the Supplier Performance Risk System (within PIEE). If the score doesn't show a medium- or high-level assessment with a score of 110 or better (as described in the "NIST SP 800-

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171 DoD Assessment Methodology"), include clause 252.204-7020 and obtain the vendor's "system security plan" and "plan of action" for NIST SP 800-171 verification and assurance by Army security officials.

H.8.7.3 Cont. If secure telecommunication requirements apply, include clause 252.239-7016 and follow guidance at 239.74.

H.8.7.4 If covered system support requirements apply, include provision 252.239-7017 into the solicitation, clause 252.239-7018 into the contract, and follow guidance at 239.73.

H.8.7.5 Classification Review for Public Release: It is DoD policy that any official DoD information intended for public release that pertains to military matters, national security issues, or subjects of significant concern to the Department of Defense shall be reviewed for clearance prior to release. References cited should be DoD 5230.09 (Clearance of DoD Information for Public Release, 25 Jan 19), AR 360-1 (Army Public Affairs Program, 25 May 11), and DoDI 5230.29 (Security and Policy Review of DoD Information to the Public, with Change 1, 14 Apr 17).

H.8.8 Industrial Security

H.8.8.1 Security Awareness Training (initial, refresher, and annual): Contract must specify information security training requirements identified in AR 380-5 to satisfy the DOD 5220.22-M training provision for contractors on an installation. Other DA functional and/or security discipline offices may use this training provision for operational efficiency; however the specific requirements must be identified in DD Form 254 and the security section of the contract document. Any training requirements that the installation or tenant facilities require of the contractors must be added to DD Form 254 and the security section of the contract document. Examples of training requirements include, but are not limited to, are information assurance and antiterrorism and force protection training.

Contracted personnel will receive initial, refresher, and annual information security awareness and other security awareness support to contractors on the installation and embedded or integrated in the DA activities. The DA activity, working in concert with the Industrial Security Specialist (ISS) will incorporate language into the contract and the DD Form 254, that requires contractor personnel to attend and/or receive information security training per DODM 5200.01-M and AR 380-5, as well as any additional DA training requirements such as AR 530-1, AR 25-2, and AR 525-13.

H.8.8.2 Security Clauses / Language to Address the Protection of Classified Information: Contractor personnel performing work under this contract must have a Top Secret with Sensitive Compartmented Information (TS/SCI) security clearance in accordance with DOD 5200.2-R at time of the proposal submission, and must maintain the level of security required for the life of the contract. Future work related to this contract may require a TS/SCI with Counter Intelligence Polygraph (TS/SCI w/CI Poly) clearance. The security requirements are in accordance with the attached DD254. Personnel must perform within the security limitations of AR 381-10, USSID 18, and other security regulations.

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H.8.8.3 Security Classification Guidance or Guides: Contractors shall, to the extent practicable, advise and assist in the development of the original Contract Security Classification Specification. It is the contractor's responsibility to understand and apply all aspects of the classification guidance. Users of classification guides are also encouraged to notify the originator of the guide when they acquire information that suggests the need for change in the instructions contained in the guide. Classification guidance is, notwithstanding the contractor's input, the exclusive responsibility of the GCA, and the final determination of the appropriate classification for the information rests with that activity. The Contract Security Classification Specification is a contractual specification necessary for performance on a classified contract. If a classified contract is received without a Contract Security Classification Specification, the contractor shall

H.8.8.4 Threat Awareness Reporting Program (TARP) Training: For all contractors with security clearances. "Per Army Regulation 381-12, Threat Awareness and Reporting Program (TARP), directs that: All DA personnel (Soldier, civilian, contractor), will receive TARP training annually. Training will be conducted online or in person by qualified CI personnel, and Commands not having organic CI assets will arrange for training to be conducted by supporting CI offices." All contractors employees with security clearances must receive annual TARP training by a CI agent or other trainer as specified in 2-4b AR 381-12 (Threat Awareness and Reporting Program (TARP)).

H.8.8.5 DD 254 (Solicitation, Award, and/or Modification): DD Form 254 (Solicitation, Award, and /or Modification). RFO FAR and the National Industrial Security Program Operating Manual (NIPSOM, 4-103) requires that a DD Form 254, Contract Security Classification Specification, be integrated into a classified contract, Request for Proposal (RFP), Request for Quotation (RFQ), or other solicitation. The DD Form 254 is the method used to convey security requirements, classification guidance and provide handling procedures for classified material received and/or generated on a classified contract. The DD Form 254 is a contractual specification therefore, it is as important as any other specification in a contract. The DD Form 254, with its attachments and addendums identifies which security classification guidance to use, who has oversight, and where. The form should be kept unclassified, if at all possible (referenced in HQ, INSCOM, DD Form 254 Standard Operating Procedures)

H.8.8.6 Appropriate HSPD-12 Related Access: Secure and reliable forms of identification should be issued. "Secure and reliable forms of identification" for purposes of this contract is: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) can be rapidly authenticated electronically; and (d) issued only by providers whose reliability has been established by an official accreditation process.

H.9 DISSEMINATION OF INFORMATION.

H.9.1 Performance under this contract may require the contractor to access non-public data and information proprietary to a Government agency, another Government contractor, or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the contractor, nor contractor

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personnel, shall divulge nor release data nor information developed or obtained under performance of this contract, except authorized by Government personnel or upon written approval of the KO. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

H.9.2 Disclosure of information regarding operations and services of the activity to persons not entitled to receive it and failure to safeguard any classified information that may come to the contractor (or any persons under the contractor's control) in connection with work under this contract, may subject the contractor, contractor's agent, or employees to criminal liability under Title 18, sections 793 and 798, of the United States Code (U.S.C.). Neither the contractor nor the contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

H.9.3 There shall be no dissemination or publication, except within and between the contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the COR/ACOR or the KO. The contractor shall direct all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of, or in connection with the performance of, this contract/task order to the COR or the KO when the resolution of the matter may require the dissemination of official information.

H.10 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI).

H.10.1 The contractor shall not engage in any other activities, including performance of other contracts, which could create an OCI under this contract, or any associated task order, that might impair the contractor's ability to render unbiased advice and recommendations; or from which the contractor may derive an unfair competitive advantage as a result of knowledge, information, and /or experience gained during the performance of this contract. Performance under this contract may create potential organizational conflicts of interest (OCI) of a type addressed in RFO FAR Part 9.505 and may also create a potential for conflicts of interest that may arise in situations not expressly covered in in RFO FAR Parts 9.505-1, 9.505-2, 9.505-3, and 9.505-4 or in the examples stated in RFO FAR 9.508.

H.10.1.1 The terms in this section shall apply to the prime contractor and all subcontractors.

H.10.1.2 The terms in this section shall have effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for two (2) years thereafter.

H.10.1.3 It is the intention of the parties hereto to prevent both the potential for bias in connection with the contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to any non-public data or third-party proprietary information.

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H.10.2 Whenever performance of this contract provides access to another contractor's proprietary information, the contractor shall:

(i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and

(ii) refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other contractors' offers or products under this contract.

H.10.2.1 An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the KO within fifteen (15) calendar days of execution.

H.10.3 The contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such information subject to the limitations described in this section, a written agreement requiring that such employee shall not, during its employment by the contractor, or thereafter, improperly disclose such data or information.

H.10.4 The contractor shall hold the Government harmless and will freely indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

H.10.5 For breach of any of the above restrictions, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and/or to pursue any other remedies permitted by law or this contract, upon determination that an OCI has occurred.

H.10.6 Application to Subcontractors. The contractor shall include the language from this section, in all subcontracts awarded for performance of any portion of this requirement.

H.10.6.1 Except for this section, when the terms of this section are included in a subcontract, the term "contracting officer" shall represent an equivalent person employed by the prime contractor and the term "contractor" shall represent the appropriate subcontractor to the DLITE III prime contractor.

H.10.6.2 Subcontractors, on a case-by-case basis, may make a request to the prime contractor, for a revision to OCI restrictions outlined above.

H.10.6.3 Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the Government KO for approval.

H.11 NON-DISCLOSURE AGREEMENTS.

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Prior to commencement of work, contractor personnel will be required to sign the Non-Disclosure Agreement (NDA) in Section J, Attachment 0008. The successful contractor will provide a list of executed NDAs with a self certification within 15 days of award and annually thereafter to the COR.

H.12 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT.

H.12.1 Contractors must disclose in writing to the DoW Inspector General Office and the KO, information set forth in the clause at RFO FAR 52.203-13, Contractor Code of Business Ethics and Conduct (included in Section I of this contract), when, in connection with the award, performance, or closeout of this contract or any subcontract hereunder, the contractor has credible evidence that a principal, employee, agent, or subcontractor of the contractor has committed:

(i) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the U.S.C; or

(ii) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

H.12.2 The contractor must send such information to the Inspector General for the DoW at the following address:

Department of War Office of the Inspector General

Investigative Policy and Oversight Contractor Disclosure Program

4800 Mark Center Drive, Suite 14L25400 Army Navy Drive Suite 1037

Arlington, VA 22350-1500

Toll free number: 866-429-8011

H.12.3 The Government reserves the right to proceed with suspension and debarment actions IAW DoW and Army policies for violations of RFO FAR 52.203-13.

H.13 CONTRACTOR IDENTIFICATION.

In accordance with Homeland Security Directive No. 12 (HSPD-12), when contractor personnel perform the services required in this contract on a Government installation, they are required to possess and wear an identification badge that displays his or her name and his or her "contractor" status. The contractor shall ensure that contractor personnel identify themselves as contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could beconstrued as official Government acts. All documents or reports produced by contractors are to be suitably marked as contractor-produced products or that contractor participation is appropriately disclosed. While performing in a contractor capacity, contractor personnel shall refrain from using their retired or reserve component military rank or title in all written and verbal communications.

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H.14 CONTRACTOR PERSONNEL SUPERVISION.

The contractor's personnel shall at all times be considered and recognized as employees of the contractor and under the contractor's control. In order to ensure that the services defined in the task orders are satisfactorily performed, the KO or the COR will issue directions and requirements concerning the work to the designated supervisor of the contractor. Supervisors exercise, from a contractor perspective, administrative and operational control, over one or more contractors and are not necessarily identified as Key Personnel. Supervisors shall ensure that the required services are performed in a manner satisfactory to the Government.

H.15 AVAILABILITY OF CONTRACTOR PERSONNEL AND ACCESS TO FACILITIES.

During the progress of work called for herein, the contractor shall, upon request of the KO or designated COR, make available any of his personnel engaged in the performance of the work for conferences with the KO or his duly authorized representative or other intelligence community offices/organizations. In the event that Government personnel visit the contractor's facility for the purpose of the conferences or study of work in progress, the contractor shall make available to the Government representative adequate meeting space, as necessary, at no additional cost to the Government.

H.16 GOVERNMENT SHUTDOWN REQUIREMENTS FOR ESSENTIAL CONTRACTOR

PERSONNEL.

H.16.1 Federal Holidays.

The federal holidays recognized under the contract are cited within https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/ When a holiday falls on a non-workday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday). Unless otherwise specified in the task order, the contractor is to observe the Federal Holidays as set forth above.

H.16.2 For cost-type task orders:

H.16.2.1 Government Closure.

In the event that the US Government Office of Personnel Management (OPM) officially announces closure of the Federal Government, and federal employees (other than emergency essential personnel) are not required to report to work, the contractor shall follow this guidance:

H.16.2.1.1 Personnel who, in accordance with the terms of the contract, perform their contractual duties on a Government installation or in a Government facility but have not been designated emergency essential personnel or are not fulfilling 24/7 requirements shall not report for duty under this contract and the contractor shall not invoice for those hours.

H.16.2.1.2 Personnel who have been designated as emergency essential personnel shall report to work. Emergency Essential personnel are defined by position at the task order level.

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H.16.2.2 Personnel fulfilling 24/7 contract requirements (if any) who are not emergency essential but who are already at work may remain at work if approved by the COR.

H.16.2.3 Installation Closure.

The installation commander may, at his discretion, close the post, installation or facility even if the Government is otherwise open. In this case, (i.e., if the Government is open but the post, installation, or facility is closed), contractor personnel will not be able to report regardless of status. The contractor shall not invoice for these hours. Unless the cognizant Government authority directs personnel to leave the installation, contractor personnel on site at the time of the closure may stay to complete their shifts at the discretion of the contractor taking into account safety and other issues. Contractors may bill for hours worked.

H.16.2.4 Announcements.

The contractor shall be responsible for monitoring announcements and informing employees of Federal Government or installation closures.

H.16.2.5 Alternate Duty Sites.

In the case of either Government-wide or installation closure, the contractor personnel whose place of duty is the installation or facility are not authorized to perform at an alternate duty site unless the KO approves the type of work and the alternate location in writing in advance." (Exception H.21 Continuity of Operations (COOP))

H.16.3 For Firm-fixed priced task orders.

The COR will notify the contractor as to the instructions that are to be followed in the event of a Government shutdown. The contractor shall be responsible for the notification of its personnel.

H.17 CONTINUITY OF OPERATIONS (COOP).

Should a COOP - level event occur, the contractor shall be required to follow evacuation and relocation procedures and instructions to the approved COOP location. In addition to maintaining their own COOP plan, the contractor shall obtain instructions from the appropriate security or facility commander at each performance location for the applicable evacuation and relocation procedures.

H.18 RIGHT OF REPLACEMENT.

The Government reserves the right to direct any contractor employee to be immediately removed based upon the Government's determination of inappropriate conduct, directly or indirectly, whenever there is probable cause to believe, on the basis of all facts available, that such action is warranted in the interest of national security. This action shall be made whether or not the cause is deemed of sufficient severity to warrant action to terminate the contractor's or individual's security clearance. The Government also reserves the right to remove any contractor for the purpose of

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conducting any investigation of alleged misconduct that may, in the opinion of the KO, jeopardize the security of the project.

H.19 INSURANCE.

In accordance with RFO FAR 28.301 and RFO FAR clauses 52.228-5 "Insurance -- Work on a Government Installation" and 52.228-7 "Insurance--Liability to Third Persons", the contractor shall certify to the KO, prior to commencing work that he has and shall maintain the types of insurance for minimum amount of coverage listed below:

	TYPE OF INSURANCE	MINIMUM AMOUNT
(i)	Workmen's Compensation and all occupational disease	As required by Federal and State Law
(ii)	Defense Base Act (DBA)	As required by Federal Law
(iii)	Employer's Liability (including all occupational disease when not compensable under applicable worker's compensation and occupational disease statutes IAW RFO FAR 28.307-2(a))	$100,000 per accident or amount currently stated in RFO FAR 28-307-2(a)
(iv)	General Liability Comprehensive) Bodily Injury per Occurrence	$500,000 or amount currently stated in RFO FAR 28-307-2(b)(1)
(v)	Automobile Liability (Comprehensive):	
	Bodily Injury per person	$200,000 or amount currently stated in RFO FAR 28-307-2(c)
	Bodily Injury per occurrence	

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		$500,000 or amount currently stated in RFO FAR 28-307-2(c)
	Property Damage per accident	$20,000 or amount currently stated

H.20 DEPLOYMENT.

H.20.1 Definition.

Deployment means the movement of personnel into a theater of operation in support of a military contingency operation or other USG mission. This can be either movement from CONUS to OCONUS or from one OCONUS area to another OCONUS area that is supporting a military or humanitarian operation or other USG mission.

H.20.2 General.

H.20.2.1 This general guidance addresses the deployment of contractor personnel in support of military forces in combat, contingency operations, or an exercise. Contract performance in support of combat or contingency operations is inherently dangerous. The contractor accepts the risks associated with contract performance in support of military operations that may be required for performance of the contract and/or task order. Each contingency operation will evolve differently depending upon the Theater Commander's guidance, which will have a direct impact on the deployment. Contractor (e.g. Theater Business Clearance) and personnel requirements (e.g. CRC, MilAir) will be specified at the task order level.

Current deployment processes, procedures and requirements are included in this section and applicable clauses are included in section I. These requirements and clauses are subject to change. Requirements in effect at IDIQ contract award may be different than requirements at the time of individual task order awards and may be different for each task order. Any applicable terms, conditions, processes, procedures, requirements, and clauses will be incorporated at the task order level, as required.

H.20.3 Management.

H.20.3.1 The contractor shall ensure that all contractor employees, including subcontractors, comply with all:

(i) Battlefield Services, DoD regulations, directives, instructions, policies, and procedures, in particular, AR 715-9,

Contractors Accompanying the Force, and FM 3-100.21, Contractors on the Battlefield;

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(ii) U.S. Host Country, local and international laws and regulations; and

(iii) Treaties and international agreements (e.g., SOFAs, Host Nation Support Agreements, and Defense Technical

Agreements), that are applicable to the contractor in the area of operations.

H.20.3.2 The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees as established by the operating or unit commander.

H.20.3.3 Unless otherwise advised, the Government will provide contractor employees with Government billeting in deployment situations.

H.20.3.4 Contractors shall be required to account for deployed personnel through the U.S. Army's Synchronized Pre-deployment and Operational Tracker (SPOT), in accordance with all applicable clause(s), including DEVIATIONS, included in Section I. Determinations regarding the applicability of this requirement will be made at the task order level.

H.20.3.4.1 Defense contractors shall have U.S Army sponsors in order to establish and gain access to the SPOT database. In cases where the contractor is unable to gain access to the SPOT database, the contractor should immediately contact the COR or the KO for resolution.

H.20.4 Force Protection.

While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to contractor employees commensurate with that given to Service /Agency (e.g., Army, Navy, Air Force, Marine, and Defense Logistics Agency (DLA)) civilians in the operations area.

H.20.5 Processing at the CONUS Replacement Center (CRC).

H.20.5.1 The KO will issue Letter of Authorization (LOA) for contractor personnel to process through CRC. After approval to deploy, the contractor shall make reservations at least 14 calendar days in advance, or as early as possible.

H.20.5.2 Fort Bliss, Texas is the primary CRC supporting DLITE III contractor deployments.

H.20.6 Legal Assistance.

H.20.6.1 Contractor employees in the U.S. preparing to deploy abroad, or already deployed overseas, to perform work pursuant to any contract or subcontract with the Army generally will not be eligible to receive legal assistance from Army military or Army civilian lawyers.

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H.20.6.2 The contractor shall ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as any necessary powers of attorney prior to deployment processing and/or deployment. Payment of legal fees is a private matter between the contractor employee and the lawyer retained.

H.20.7 Medical Requirements.

H.20.7.1 Pre-deployment and Post-deployment Medical Evaluation.

All contractor personnel deploying to an area of responsibility (AOR) through a CONUS Replacement Center (CRC) shall be medically and psychologically fit for deployment and for performance of their contracted duties. (See DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Army Forces, Enclosure E3.1). The contractor shall ensure the completion of all medical and dental requirements prior to arrival at the deployment CRC. Minimum medical and dental standards are identified at DoD Instruction 3020.41 (Section 4) and include dental records, DNA analysis, and immunizations. Individuals who are deemed not medically qualified at the CRC or during the deployment process or require extensive preventative dental care will not be authorized to deploy. Conditions that usually preclude granting of medical clearances are identified at DoD Instruction 3020.41 (Section 4.9). Upon return from deployment, contractor personnel may be required to obtain post-deployment medical screening or evaluation consistent with the established procedures of the CRC pursuant to the terms of an individual task order; or in lieu thereof, may be provided with other post-deployment medical evaluation direction, in writing by the KO.

H.20.7.2 Medications and Eyewear.

The contractor shall ensure that contractor personnel deployed to an AOR through a CRC, who are taking medications for chronic medical conditions, have sufficient quantities of their medication to last for the duration of their assignment in the AOR. The contractor shall also ensure that contractor personnel deployed to an AOR through a CRC, who wear eye glasses, deploy with not less than two pairs of replacement eye glasses.

H.20.7.3 Medical Screening and Evaluation of Other Contract Personnel.

The contractor shall ensure that medical screening and evaluation is performed for all contractor personnel that are hired in the AOR, or that are not deployed to the AOR through a CONUS CRC, in order to preclude the assignment of personnel who are unable to perform their assigned responsibilities, or who could potentially cause infection of U.S. military forces or other contractor personnel. The medical screening and evaluation shall be based on the AOR requirements and will be defined in the Request for Task Order Proposal. The contractor shall maintain a record of individual contractor personnel medical screening and evaluations, which shall be provided to the COR, upon request. NOTE: local physicians in some AORs, where contingency operations are being performed, may not be reliable sources for screening, evaluation and medical records due to

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locally rampant corruption. In the event that any medical record is determined to be false or fraudulent, the KO may direct that the contractor personnel be removed without prejudice to other Government rights, including the Termination for Default clause.

H.20.8 Contractor Base Operations, Logistical and Administrative Support.

The Government will ensure that a standard level of recurring base operations, logistical, and administrative support is provided the contractor through the host installation commensurate with support provided to all installation civilian and military personnel. All support and corresponding reimbursement will be documented on a DD Form 1144, Interservice Support Agreement (ISA), between the installation Commander and the corresponding COR/ACOR's Commander. Support is reimbursable to the installation only to the extent that the support causes a direct incremental cost in accordance with DoD Instruction 4000.19. The installation provides non-reimbursable support to the contractor when it does not cause an incremental cost.

H.21 INTERNATIONAL AND FOREIGN AGREEMENT.

H.21.1 The contractor shall ensure that all deployed employees and agents comply with pertinent Service and DoW directives, policies, and procedures. The contractor shall also ensure compliance with all federal statutes, judicial interpretations and international agreements (e.g., SOFA, Host Nation Support Agreements, etc.) and memoranda of agreements or understanding applicable to U.S. Armed Forces or citizens in the AOR. Failing to adhere to the applicable SOFAs and other similar related agreements and the instructions and general orders issued by the Theater Commander or his/her designated representative may result in the removal of the contract employee from the area at the contractor's expense.

* Deployed in this paragraph is defined as any U.S. personnel performing work outside of the Continental United States (OCONUS).

H.21.2 If Technical Expert Status Accreditation/Analytical Support Status Accreditation (TESA /ASSA) apply, contractors shall be responsible for fulfilling all requirements for TESA/ASSA certifications.

H.21.3 The KO will coordinate with the U.S. Forces in the respective host nations to determine the appropriate contractor status under the SOFA in compliance with the applicable regulations and agreement between the U.S. and the host nations.

H.22 EXPENSE VOUCHERS.

Expense vouchers submitted following completion of OCONUS TDY shall, if applicable, show costs for each item in foreign currency and the conversion to U.S. currency. The conversion formula must be entered on the voucher and show the official exchange rate in use at the time of travel.

H.23 GOVERNMENT PROVIDED LIFE SUPPORT FACILITIES, EQUIPMENT, AND SERVICE.

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In the event that the Government provides adequate housing and hygiene accommodations for linguists and/or linguist support personnel (i.e. contractor's management personnel), male and female personnel will be housed in separate rooms (and buildings, if possible), based upon mission requirements. The contractor shall have established corporate policies and training requirements for sexual harassment awareness, prevention, and reporting. Adequate policies or training requirements will promote employee safety, a policy statement prohibiting sexual harassment and sexual assault, proper procedures, for all linguists. Contractor will ensure these policies and procedures are properly translated for their LN's to apprehend and follow. A Contractor employee is required to immediately report sexual assault cases to Military Law or Local Law enforcement, based upon location of incident. Contractor will also immediately notify the Contracting Officer of any alleged incident, following the appropriate procedures of confidentiality regarding a victim's rights. This language does not substitute, supersede, or replace existing federal/state laws, installation procedures, and DoW NDApolicies.

H.24 TEAMING PARTNERS AND SUBCONTRACTORS.

Contractors are highly encouraged to form subcontracting arrangements and teaming partnerships in an effort to perform seamlessly within the framework of the contract. If authorized by the KO, DLITE III prime contractors are permitted to subcontract with other DLITE III prime contractors within same mission area in order to fulfill DLITE III requirements.

H.25 HIRING PRACTICES.

During the term of the contract, the contractor agrees it will not knowingly solicit employees directly involved in the work on this Program employed by other unaffiliated companies without the prior written consent of such other company or use a non-compete clause for employees other than key personnel. This agreement is intended not to restrict the rights of the employees of the other company from seeking and obtaining employment from the contractor on their own initiative, or in response to publicly posted employment advertisements or job fairs, so long as no knowing solicitation or proselytizing occurs on the part of the contractor.

*** END OF NARRATIVE ***

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Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		

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52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.210-1	Market Research. (Deviation 2026-O0038)	2026-02		
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	2026-02		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	2026-02		
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	2011-08		
52.215-11	Price Reduction for Defective	2026-02	Deviation	2021-10

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	Certified Cost or Pricing Data -- Modifications (DEVIATION 2022-O0001)		2022-O0001	
52.215-12	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	2026-02	Deviation 2022-O0001	2021-10
52.215-13	Subcontractor Certified Cost or Pricing Data -- Modifications (Deviation 2022-O0001)	2026-02	Deviation 2022-O0001	2021-10
52.215-15	Pension Adjustments and Asset Reversions. (Deviation 2026-O0038)	2026-02		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (Deviation 2026-O0038)	2026-02		
52.215-19	Notification of Ownership Changes. (Deviation 2026-O0038)	2026-02		
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	2026-02		
52.216-4	Economic Price Adjustment-Labor and Material.	2017-01		
52.216-8	Fixed Fee.	2011-06		
52.216-12	Cost-Sharing Contract-No Fee.	1984-04		
52.216-16	Incentive Price Revision-Firm Target. (Alternate I)	2026-02	Alternate I	1984-04

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52.216-17	Incentive Price Revision-Successive Targets. (Alternate I)	2026-02	Alternate I	1984-04
52.216-22	Indefinite Quantity. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.219-7	Notice of Partial Small Business Set-Aside.	2020-11		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02		
52.219-13	Notice of Set-Aside of Orders.	2020-03		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02		
52.222-43	Fair Labor Standards Act and	2026-02		

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	Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.228-7	Insurance-Liability to Third Persons.	1996-03
52.229-3	Federal, State, and Local Taxes.	2026-02

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52.229-6	Taxes-Foreign Fixed-Price Contracts.	2026-02		
52.230-2	Cost Accounting Standards. (Deviation 2026-O0038)	2026-02		
52.230-6	Administration of Cost Accounting Standards. (Deviation 2026-O0038)	2026-02		
52.232-1	Payments.	1984-04		
52.232-8	Discounts for Prompt Payment.	2002-02		
52.232-11	Extras.	1984-04		
52.232-17	Interest.	2014-05		
52.232-18	Availability of Funds.	1984-04		
52.232-20	Limitation of Cost. (Deviation 2026-O0038)	2026-02		
52.232-22	Limitation of Funds. (Deviation 2026-O0038)	2026-02		
52.232-25	Prompt Payment.	2017-01		
52.232-25	Prompt Payment. (Alternate I)	2017-01	Alternate I	2002-02
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		

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52.233-1	Disputes. (Deviation 2026-O0038)	2026-02		
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02		
52.233-3	Protest after Award. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02		
52.237-3	Continuity of Services.	1991-01		
52.242-1	Notice of Intent to Disallow Costs.	1984-04		
52.242-3	Penalties for Unallowable Costs. (Deviation 2026-O0038)	2026-02		
52.242-13	Bankruptcy.	1995-07		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	2026-02		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate III)	2026-02	Alternate III	2026-02
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038)	2026-02		
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.243-3	Changes-Time-and-Materials or Labor-Hours. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial	2026-04		

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	Products and Commercial Services. (Deviation 2026-O0038)			
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	2026-04	Deviation 2025-O0003	2025-03
52.245-1	Government Property.	2021-09		
52.245-9	Use and Charges.	2012-04		
52.246-25	Limitation of Liability-Services.	1997-02		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04		
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	1984-04		
52.249-6	Termination (Cost-Reimbursement).	2004-05		
52.249-6	Termination (Cost-Reimbursement). (Alternate IV)	2004-05	Alternate IV	1996-09
52.249-8	Default (Fixed-Price Supply and Service).	1984-04		
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	2026-02		

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DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.203-7003	Agency Office of the Inspector General.	2019-08		
252.203-7004	Display of Hotline Posters.	2023-01		
252.204-7000	Disclosure of Information.	2016-10		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2026-O0025)	2024-05	Deviation 2026-O0025	2026-06
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the	2019-05		

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	Government of a Country that is a State Sponsor of Terrorism.	
252.215-7002	Cost Estimating System Requirements.	2025-01
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel.	2011-09
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders.	2025-10
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.225-7004	Report of Intended Performance Outside the United States and Canada -Submission after Award.	2024-07
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7041	Correspondence in English.	1997-06
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06

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252.225-7962	Vendor Threat Mitigation Support to Operations. (DEVIATION 2026-O0051)	2026-06	Deviation 2026-O0051	2026-06
252.225-7975	Additional Access to Contractor and Subcontractor Records. (DEVIATION 2026-O0051)	2026-06	Deviation 2026-O0051	2026-06
252.225-7980	Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008)	2016-06	Deviation 2016-O0008	2016-06
252.225-7987	Requirements for Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2021-O0004)	2021-02	Deviation 2021-O0004	2021-02
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004)	2017-09	Deviation 2017-O0004	2017-09
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01		
252.226-7003	Drug-Free Work Force.	2024-08		
252.232-7010	Levies on Contract Payments.	2006-12		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.240-7007	Prohibitions Relating to Chinese Military Companies. (DEVIATION	2026-06	Deviation 2026-	2026-06

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	2026-O0025)		O0025	
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02
252.242-7997	Material Management and Accounting System. (DEVIATION 2026-O0050)	2026-03	Deviation 2026-O0050	2026-03
252.242-7998	Contractor Business Systems. (DEVIATION 2026-O0050)	2026-03	Deviation 2026-O0050	2026-03
252.242-7999	Accounting System Administration. (DEVIATION 2026-O0050)	2026-03	Deviation 2026-O0050	2026-03
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.243-7002	Requests for Equitable Adjustment.	2022-12		
252.245-7003	Contractor Property Management System Administration	2025-01		
252.245-7005	Management and Reporting of Government Property.	2024-01		
252.247-7023	Transportation of Supplies by Sea.	2024-10		

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FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

52.216-5	Price Redetermination-Prospective. (Deviation 2026-O0038)	2026-02

Price Redetermination-Prospective (Feb 2026) (Deviation 2026-O0038)

(a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that-

(1) The prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed; and

(2) In no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract to ____, [see Note (1)] and the second and each succeeding period shall extend for ____[insert appropriate number] months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) Data submission.

(1) Not more than ____ nor less than ____ [see Note (2)] days before the end of each redetermination period, except the last, the Contractor shall submit-

(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and-

(A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-1, FAR 15.408, or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

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(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of all costs incurred in performing this contract through the end of the ____ month (see Note (3)) before the submission of proposed prices in the format of Table 15-1, FAR 15.408 (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for-

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded-

(i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for-

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(ii) Any other relevant data that the Contracting Officer may reasonably require.

(3) If the Contractor fails to submit the data required by paragraphs (d)(1) and (2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(e) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (d) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.

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(f) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(g) Adjusting billing prices. Pending execution of the contract modification (see paragraph (f) of this section), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

(h) Quarterly limitation on payments statement. This paragraph (h) applies only during periods for which firm prices have not been established.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing-

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed)

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and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) The statement required by paragraph (h)(1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (h)(1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (h)(1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (h)(1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(i) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost- basis.

(j) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

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(k) Termination. If this contract is terminated, prices shall continue to be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

Notes:

(1) Express in terms of units delivered, or as a date; but in either case the period should end on the last day of a month.

(2) Insert the number of days chosen so that the Contractor's submission will be late enough to reflect recent cost experience (taking into account the Contractor's accounting system), but early enough to permit review, audit (if necessary), and negotiation before the start of the prospective period.

(3) Insert "first," except that "second" may be inserted if necessary to achieve compatibility with the Contractor's accounting system.

(End of clause)

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52.216-6	Price Redetermination-Retroactive. (Deviation 2026-O0038)	2026-02

Price Redetermination-Retroactive (Feb 2026) (Deviation 2026-O0038)

(a) General. The unit price and the total price stated in this contract shall be redetermined in accordance with this clause, but in no event shall the total amount paid under this contract exceed ____[insert dollar amount of ceiling price].

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission.

(1) Within____[Contracting Officer insert number of days] days after delivery of all supplies to be delivered and completion of all services to be performed under this contract, the Contractor shall submit-

(i) Proposed prices;

(ii) A statement in the format of Table 15-1, FAR 15.408, or in any other form on which the parties may agree, of all costs incurred in performing the contract; and

(iii) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by paragraph (c)(1) of this section within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the excess shall be repaid to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price determination. Upon the Contracting Officer's receipt of the data required by paragraph (c) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies delivered and services performed by the Contractor under this contract.

(e) Contract modification. The negotiated redetermination of price shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer.

(f) Adjusting billing prices. Pending execution of the contract modification (see paragraph (e) of this section), the Contractor shall submit invoices or vouchers in accordance with billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined prices will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any resulting additional payments, refunds, or credits shall be made

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promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price redetermination under this contract has been completed.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor), a statement, cumulative from the beginning of the contract, showing-

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reduction in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each

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quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (c) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (e), (f), and (g) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification.

(j) Termination. If this contract is terminated before price redetermination, prices shall be established in accordance with this clause for completed supplies and services not terminated. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(End of clause)

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52.216-10 Incentive Fee. 2011-06

Incentive Fee (Jun 2011)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially

negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or $100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by ____[Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less

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than the target cost or decreased by ____[Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than ____[Contracting Officer insert percentage] percent or less than____ [Contracting Officer insert percentage] percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of-

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of-

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

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(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

52.216-16	Incentive Price Revision-Firm Target. (Deviation 2026-O0038)	2026-02

Incentive Price Revision-Firm Target (Feb 2026) (Deviation 2026-O0038)

(a) General. The supplies or services identified in the Schedule as Items _____ [Contracting Officer insert Schedule line item numbers] are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of ____ dollars ($____). Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

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(c) Data submission.

(1) Within ____[Contracting Officer insert number of days] days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-1, FAR 15.408, or in any other form on which the parties agree-

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by paragraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

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(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less ____[Contracting Officer insert percent] percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus ____[Contracting Officer insert percent] percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that-

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices.

(1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under paragraph (g)(2) of this clause that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

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(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing-

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established-increased or decreased in accordance with paragraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

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(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as

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a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(End of clause)

52.216-17	Incentive Price Revision-Successive Targets. (Deviation 2026-O0038)	2026-02

Incentive Price Revision-Successive Targets (Feb 2026) (Deviation 2026-O0038)

(a) General. The supplies or services identified in the Schedule as Items _____ [Contracting Officer insert line item numbers] are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling ____price of dollars ($). The prices of these items shown in the Schedule are the initial target prices, which include an initial target profit of ____[Contracting Officer insert percent] percent of the initial target cost. Any supplies or services that are to be-

(1) Ordered separately under, or otherwise added to, this contract; and

(2) Subject to price revision in accordance with this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Submitting data for establishing the firm fixed price or a final profit adjustment formula.

(1) Within ____[Contracting Officer insert number of days] days after the end of the month in which the Contractor has completed ____ [see Note 1], the Contractor shall submit the following data:

(i) A proposed firm fixed price or total firm target price for supplies delivered and to be delivered

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and services performed and to be performed.

(ii) A detailed statement of all costs incurred in the performance of this contract through the end of the month specified above, in the format of Table 15-1, FAR 15.408 (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for-

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(iii) An estimate of costs of all supplies delivered and to be delivered and all services performed and to be performed under this contract, using the statement of costs incurred plus an estimate of costs to complete performance, in the format of Table 15-1, FAR 15.408 (or in any other form on which the parties may agree), together with-

(A) Sufficient data to support the accuracy and reliability of the estimate; and

(B) An explanation of the differences between this estimate and the original estimate used to establish the initial target prices.

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations establishing the total firm price are concluded-

(i) Supplemental statements of costs incurred after the end of the month specified in paragraph (1) of this section for-

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(ii) Any other relevant data that the Contracting Officer may reasonably require.

(3) If the Contractor fails to submit the data required by paragraphs (c)(1) and (2) of this section within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall

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bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Establishing firm fixed price or final profit adjustment formula. Upon the Contracting Officer's receipt of the data required by paragraph (c) of this section, the Contracting Officer and the Contractor shall promptly establish either a firm fixed price or a profit adjustment formula for determining final profit, as follows:

(1) The parties shall negotiate a total firm target cost, based upon the data submitted under paragraph (c) of this section.

(2) If the total firm target cost is more than the total initial target cost, the total initial target profit shall be decreased. If the total firm target cost is less than the total initial target cost, the total initial target profit shall be increased. The initial target profit shall be increased or decreased by ____ percent [see Note 2] of the difference between the total initial target cost and the total firm target cost. The resulting amount shall be the total firm target profit; provided, that in no event shall the total firm target profit be less than ____ percent or more than ____ percent [Contracting Officer insert percents] of the total initial target cost.

(3) If the total firm target cost plus the total firm target profit represent a reasonable price for performing that part of the contract subject to price revision under this clause, the parties may agree on a firm fixed price, which shall be evidenced by a contract modification signed by the Contractor and the Contracting Officer.

(4) Failure of the parties to agree to a firm fixed price shall not constitute a dispute under the Disputes clause. If agreement is not reached, or if establishment of a firm fixed price is inappropriate, the Contractor and the Contracting Officer shall establish a profit adjustment formula under which the total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, determined as follows:

(i) If the total final negotiated cost is equal to the total firm target cost, the adjustment is the total firm target profit.

(ii) If the total final negotiated cost is greater than the total firm target cost, the adjustment is the total firm target profit, less ____ percent of the amount by which the total final negotiated cost exceeds the total firm target cost.

(iii) If the total final negotiated cost is less than the total firm target cost, the adjustment is the total firm target profit, plus ____ percent of the amount by which the total final negotiated cost is

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less than the total firm target cost.

(iv) The total firm target cost, total firm target profit, and the profit adjustment formula for determining final profit shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(e) Submitting data for final price revision. Unless a firm fixed price has been established in accordance with paragraph (d) of this section within ____[Contracting Officer insert number of days] days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this section, the Contractor shall submit in the format of Table 15-1, FAR 15.408 (or in any other form on which the parties agree)-

(1) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(2) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(3) A list of all residual inventory and an estimate of its value; and

(4) Any other relevant data that the Contracting Officer may reasonably require.

(f) Final price revision. Unless a firm fixed price has been agreed to in accordance with paragraph (d) of this section, the Contractor and the Contracting Officer shall, promptly after submission of the data required by paragraph (e) of this section, establish the total final price, as follows:

(1) On the basis of the information required by paragraph (e) of this section, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for the supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for final profit or loss determined as agreed upon under paragraph (d)(4) of this section.

(g) Contract modification. The total final price of the items specified in paragraph (a) of this section shall be evidenced by a modification to this contract, signed by the Contractor and the

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Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that-

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of these elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(h) Adjustment of billing prices.

(1) Pending execution of the contract modification (see paragraph (e) of this section), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the initial target prices shown in this contract until firm target prices are established under paragraph (d) of this section. When established, the firm target prices shall be used as the billing prices.

(2) If at any time it appears from information provided by the contractor under paragraph (i)(1) of this section that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that the final cost under this contract will be substantially greater than the target cost.

(3) Any adjustment of billing prices shall be reflected in a contract modification and shall not affect the determination of any price under paragraph (d) or (f) of this section. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(i) Quarterly limitation on payments statement. This paragraph (i) shall apply until a firm fixed price or a total final price is established under paragraph (d)(3) or (f)(2).

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing-

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(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total cost (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (i)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established-increased or decreased in accordance with paragraph (d)(4) of this section when the amount stated under subdivision (ii) of this section, differs from the aggregate firm target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (i)(1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (i)(1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(j) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

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(k) Disagreements. If the Contractor and the Contracting Officer fail to agree upon (1)a total firm target cost and a final profit adjustment formula or (2)a total final price, within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required in paragraphs (c) and (e) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(l) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies or services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(m) Equitable adjustments under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(n) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(o) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(p) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

Notes:

(1) The degree of completion may be based on a percentage of contract performance or any

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other reasonable basis.

(2) The language may be changed to describe a negotiated adjustment pattern under which the extent of adjustment is not the same for all levels of cost variation.

(End of clause)

52.216-18 Ordering. 2020-08

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from ____ through ____[insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

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(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ____[insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of ____[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of ____[insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within ____ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ____ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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52.216-22	Indefinite Quantity. (Deviation 2026-O0038)	2026-02

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after ____ [insert date].

(End of clause)

52.216-32	Task-Order and Delivery-Order Ombudsman.	2019-09

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Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. _____[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e. g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

52.216-32	Task-Order and Delivery-Order Ombudsman. (Alternate I)	2019-09	Alternate I	2019-09

Alternate I (Sept 2019). As prescribed in 16.505 (j), add the following paragraph (d) to the basic clause.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

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____ [The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

52.217-8	Option to Extend Services.	1999-11

Option to Extend Services (Nov 1999)

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

(End of clause)

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

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

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

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

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

(End of clause)

52.219-14 Limitations on Subcontracting. 2026-02
(Deviation 2026-O0038)

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);

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(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

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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.

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(End of clause)

52.219-14	Limitations on Subcontracting (DEVIATION 2021-O0008)	2026-02	Deviation 2021-O0008	2023-02

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

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(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.

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(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

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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)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

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

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

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(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document /support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged

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women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture

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eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

(End of clause)

52.222-2 Payment for Overtime Premiums. 2026-02
(Deviation 2026-O0038)

Payment for Overtime Premiums (Feb 2026) (Deviation 2026-O0038)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed * ____ or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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(b) Any request for estimated overtime premiums that exceeds the amount specified above must include all estimated overtime for contract completion and must-

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations.

(End of clause)

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52.222-42 Statement of Equivalent Rates for Federal Hires. 2014-05

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Determined at Task Order Level	Determined at Task Order Level
Determined at Task Order Level	Determined at Task Order Level
Determined at Task Order Level	Determined at Task Order Level
Determined at Task Order Level	Determined at Task Order Level
Determined at Task Order Level	Determined at Task Order Level
Determined at Task Order Level	Determined at Task Order Level
Determined at Task Order Level	Determined at Task Order Level

(End of clause)

52.222-49 Service Contract Labor Standards-Place of Performance Unknown. (Deviation 2026-O0038) 2026-02

Service Contract Labor Standards-Place of Performance Unknown (Feb 2026) (Deviation 2026-O0038)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: Determined at Task Order Level[insert places or areas]. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by Determined at Task Order Level[insert time and date].

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination must be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

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52.229-8	Taxes-Foreign Cost-Reimbursement Contracts. (Deviation 2026-O0038)	2026-02

Taxes-Foreign Cost-Reimbursement Contracts (Feb 2026) (Deviation 2026-O0038)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Determined at Task Order Level[insert name of the foreign government], or from which the Contractor or any subcontractor under this contract is exempt under the laws of Determined at Task Order Level[insert name of country], shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the Contractor shall pay or credit the amount of the reduction at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts.	2021-11

Payments under Time-and-Materials and Labor-Hour Contracts (Nov 2021)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

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

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

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

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

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

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue

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a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause-

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

(ii) Materials means-

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

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

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

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial product or commercial service in Federal Acquisition Regulation (FAR) 2.101, the price to be paid for

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such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

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

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

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with FAR subpart 31.2 in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

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

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

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that

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have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

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

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

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extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

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

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

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(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the Determined at Task Order Level[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific 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.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of clause)

52.232-19	Availability of Funds for the Next Fiscal Year.	1984-04

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond Determined at Task Order Level. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond Determined at Task Order Level, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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(End of clause)

52.244-2 Subcontracts. 2020-06

Subcontracts (Jun 2020)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

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(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Determined at Task Order LevelDetermined at Task Order LevelDetermined at Task Order Level

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

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(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____

(End of clause)

52.247-1	Commercial Bill of Lading Notations.	2006-02

Commercial Bill of Lading Notations (Feb 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. ____. This may be confirmed by contacting _____[Name and address of the contract administration office listed in the contract].

(End of clause)

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52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

____ ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

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Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.225-7963	Antiterrorism/Force Protection for Defense Contractors Outside the United States. (DEVIATION 2026-O0041)	2026-02	Deviation 2026-O0041	2026-02

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (DEVIATION 2026-O0041) (FEB 2026)

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in PGI 225.772-1). ____

(End of clause)

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252.232-7007	Limitation of Government's Obligation.	2014-04

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) Determined at Task Order Level[Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of $ Determined at Task Order Level[Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

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(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract $ Determined at Task Order Level
(month) (day), (year) Determined at Task Order Level $ Determined at Task Order Level
(month) (day), (year) Determined at Task Order Level $ Determined at Task Order Level
(month) (day), (year) Determined at Task Order Level $ Determined at Task Order Level
(End of clause)

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252.237-7023	Continuation of Essential Contractor Services.	2010-10

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 Determined at Task Order Level, Mission-Essential Contractor Services, dated Determined at Task Order Level.

(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.

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(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)

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252.237-7998	Training for Contractor Personnel Interacting with Detainees. (DEVIATION 2026-O0023)	2026-02	Deviation 2026-O0023	2026-02

TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES

(DEVIATION 2026-O0023) (FEB 2026)

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

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Detainee means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

Personnel interacting with detainees means personnel who, in the course of their duties, are expected to interact with detainees.

(b) Training requirement. This clause implements section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to--

(A) Receive the training specified in paragraph (b)(1) of this clause--

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

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(ii) To make these arrangements, the following points of contact apply:

[Contracting Officer to insert applicable contact information cited in PGI 237.871-3(b).]

____
____
____
____

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

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Section J - List of Attachments

Attachment 0001 - Proposal Checklist (Section L.4.1, L.5.1)

Attachment 0002 - Facility Clearance (DD-441)

Attachment 0003 - Q-Card (Force Projection)

Attachment 0004 - Q-Card (Train and Sustain)

Attachment 0005 - Past Performance Questionnaire (Force Projection)

Attachment 0006 - Past Performance Questionnaire (Train and Sustain)

Attachment 0007 - FAS Agreement Letter

Exhibit 0001 - Contract Data Requirements List (CDRL)

*** END OF NARRATIVE ***

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Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-	2023-06		

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	Representation.			
252.240-7995	Prohibition on Contract Awards with Entities That Contract with Lobbyists for Chinese Military Companies--Representation. (DEVIATION 2026-O0025)	2026-06	Deviation 2026-O0025	2026-06
252.240-7996	Prohibition on Contract Awards to Chinese Military Companies--Representation. (DEVIATION 2026-O0025)	2026-06	Deviation 2026-O0025	2026-06

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision Determined at Task Order Level[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in

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connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038)	2026-02

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-

O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

[ ] (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

[ ] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

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(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

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(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.230-1	Cost Accounting Standards Notices and Certification. (Deviation 2026-O0038)	2026-02

Cost Accounting Standards Notices and Certification (Feb 2026) (Deviation 2026-O0038)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

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(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) [ ] Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) [ ] Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that

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the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) [ ] Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) [ ] Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under

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the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes [ ] No
(End of provision)

52.230-7	Proposal Disclosure-Cost Accounting Practice Changes.	2005-04

Proposal Disclosure-Cost Accounting Practice Changes (Apr 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the

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period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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

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

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

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018

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(Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

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

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

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

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

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

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

(End of provision)

252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

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

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

(e)(1) If the provision at FAR 52.204-7, System for Award Management - Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (g) applies.

[ ] (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

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(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

[ ](i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

[ ](ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

[ ](iii) 252.225-7020, Trade Agreements Certificate.

[ ]Use with Alternate I.

[ ](iv) 252.225-7031, Secondary Arab Boycott of Israel.

[ ](v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

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[ ]Use with Alternate I.

[ ]Use with Alternate II.

[ ]Use with Alternate III.

[ ]Use with Alternate IV.

[ ]Use with Alternate V.

[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[ ] (vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

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

OFFERORS SHALL NOT SUBMIT ANY CLASSIFIED INFORMATION IN THEIR PROPOSALS

L.1 General Proposal Information

This solicitation uses a qualifications-based selection process per 10 USC 3206(b)(2), awarding to all qualifying offerors meeting the criteria in Section M. The Government will evaluate proposals using a two-phase approach (Administrative and Q-Card) as outlined in Section M. The Government intends to award without negotiations but reserves the right to conduct negotiations per Revolutionary Federal Acquisition Regulation Overhaul (RFO FAR) 15.202, RFO FAR 15.204, and RFO FAR 52.215-1 (see M.2.8).

L.1.1 Proposal Content and Submission Overview

Proposals shall address all requirements in this section to demonstrate eligibility as a qualifying offeror, as defined in 10 USC 3206(c)(3) and Section M.1. Proposals must be in English (American Standard). Proposals shall be submitted in two separate volumes, each addressing specific evaluation phases:

Volume I: Administrative - Ensures compliance with solicitation instructions (M.2.2).

Volume II: Q-Card - Demonstrates recent/relevant past performance and certifications (M.2.3).

L.1.2 Proposal Format

Proposals shall be submitted electronically on standard 8.5 x 11-inch pages (PDF or MS Office 2013 compatible). Font size shall be no smaller than 10-point, with margins no less than 1 inch (excluding headers, footers, and page numbers). Each volume shall include a cover page, index /table of contents, and page numbering. Page limits are:

Volume I: Administrative - See Section L.4 for page limits.

Volume II: Q-Card - No page limit but limited to the Q-Card template (Attachment 0003 for FP /Attachment 0004 for TS) and supporting documentation.

Proposals shall not contain external website links or citations. Spreadsheets (e.g., Q-Card) shall include visible formulas, functions, and computations, and there shall be no hidden rows, columns, or password protection. Non-compliant formats may result in rejection per RFO FAR 15.201(b)(6) and M.2.5.

L.1.3 Proposal Submission

Proposals shall be submitted electronically, via email, to the Global Intelligence Services DLITE mailbox:usarmy.detroit.usamc.mbx.global-intelligence-linguist-dlite@army.mil. Email size is limited to 30MB; multiple emails may be required. The subject line shall include: "Proposal Submission,

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SOLICITATION W50NH9-27-R-A002, [Contractor Name], Email [X of Y]." The first email shall include an "Email Table of Contents" listing all emails and attachments, with a point of contact (name, email).

L.1.4 Proposal Due Date and Lateness

Proposals must be received by the date and time specified on page 1 of this solicitation. Late proposals are governed by RFO FAR 52.215-1 (Instructions to Offerors - Competitive Acquisition). The electronic SOLICITATION is the official version; no hard copies will be issued. Amendments will be sent electronically issued via the PIEE - Solicitation Module.

L.1.5 Single Proposal Submission

Offerors are limited to one proposal per entity, defined as an independent entity without a parent /subsidiary relationship or affiliation with other offerors. Proposals must address all requirements for the Force Projection (FP) or Train and Sustain (TS) Mission Area; partial proposals may be rejected (M.2.5). A Small Business may submit one proposal to each the FP and TS Mission Area.

L.1.6 Minimum Acceptance Period

The Government requires a minimum proposal acceptance period of 270 calendar days from the SOLICITATION closing date. Offerors shall state the acceptance period in Volume I (L.4). Proposals with a shorter period may be rejected (M.2.5(e)).

L.2 Restrictions and Notices

L.2.1 Restriction on Disclosure and Use of Data

Offerors including proprietary data shall mark the title page and restricted sheets per RFO FAR 52.215-1(e):

Title Page Legend: "This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert sheet numbers]."

Sheet Legend: "Use or disclosure of data on this sheet is subject to the restriction on the title page of this proposal."

L.2.2 Non-Government Advisors

Federal Acquisition Strategies, LLC, will serve as non-government advisors during source selection. Offerors shall execute an agreement with the firm per RFO FAR 9.505-4 to protect

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proprietary information. Copies of the agreement shall be included in Volume I (L.4.7). Failure to submit copies of the agreement by the prime will lead to proposal rejection (See M.2.5). If any subcontractor(s) and third parties are submitting proposal information, then the requirements of this Section shall apply to the applicable subcontractor(s). Failure to submit copies of both the prime and subcontractor copies of agreement will lead to proposal rejection (See M.2.5).

L.2.3 Award Intent

The Government intends to award MA-IDIQ contracts to all offerors that are determined to be a qualifying offeror as defined in M.1, M.1.1, M.1.2, and M.1.3.

L.2.4 Organizational Conflict of Interest (OCI)

Per RFO FAR 9.5, offerors shall disclose potential OCIs in Volume I (L.4.4), including current /planned participation in Government contracts/subcontracts that may create bias or competitive advantage. The disclosure shall include facts, analysis, and a proposed mitigation plan. While the Contracting Officer (KO) will review the proposed mitigation plan prior to award, the plan itself will not be formally evaluated or scored as part of the source selection evaluation criteria. Unmitigated OCIs may lead to rejection (M.2.5(c)).

L.2.5 Consistency

Each volume shall be consistent with others. The Government may crosswalk volumes to verify consistency. Inconsistencies may lead to rejection per M.2.5(a).

L.2.6 Small Business Set-Aside

The Train and Sustain Mission Area is a 100% small business set-aside per RFO FAR 19.104. Large businesses may submit proposals for the Force Projection Mission Area only. Small Business may submit a proposal for each Mission Area.

L.2.7 Validation of Q-Card Responses

Offerors shall provide clear, verifiable documentation for Q-Card self-certifications (L.5.2.1.2).

L.3 Proposal Submission Requirements

Offerors shall submit two volumes, each addressing specific evaluation criteria in Section L. Files shall be named as follows: [ContractorName].[Proposal Pool].[Volume].[Content].pdf (e.g., ABC.PP. VOL1.SF33.pdf).

L.4 Volume I: Administrative

Volume I ensures compliance with solicitation instructions (M.2.2). The following Proposal Format Table is provided to assist Offerors in organizing their proposal submission documents to ensure the Government can easily identify which documents apply to which criteria for evaluation purposes. The offeror shall use Attachment 0001, Proposal Checklist, and submit within Volume I.

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Offerors shall adhere to the Volume Numbers, Format and/or Templates, and Page Limitations provided in the Proposal Format Table.

Offerors shall include their Company Name or Company Name abbreviation, Proposal Pool (PP, indicated as FP or TS), and Volume Number in the filename. For example, ABC Incorporated filename for Volume I, SF-33 is ABC.TS.VOL1.SF33.pdf.

e	Section #	Title	Format or Template	Verification or Page Limitations	Example File Name	
	L.4: Volume I: Administrative					
	L.4	Table of Contents	Free Format	No Page Limit.	[ContractorName].PP.VOL1.TOC.pdf	
	L.4	Proposal Checklist	Attachment 0001	Limited to template.	[ContractorName].PP.VOL1.Checklist.pdf	
	L.4.1	SF 33	SF 33	Limited to the SF 33 Form provided as Page 1 of this Solicitation in fbo.gov.	[ContractorName].PP.VOL1.SF33.pdf	
	L.4.2	Statement of Acknowledgement	Free Format	One Page.	[ContractorName].PP.VOL1.ACK.pdf	
	L.4.3	Proposal Acceptance Period	Free Format	One Page.	[ContractorName].PP.VOL1.ACCEPT.pdf	

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L.4.4	OCI Certification	Free Format	One Page.	[ContractorName].PP.VOL1.OCI.pdf	
L.4.5	Accounting System Capability	DCAA/DCMA Letter, SF1408	No Page Limit.	[ContractorName].PP.VOL1. ACCOUNTING.pdf.	
L.4.6	Financial Capability	Free format	No Page Limit.	[ContractorName].PP.VOL1.FINANCIAL. pdf	
L.4.7	Non-Government Advisor Agreement	Attachment 0007 - FAS Agreement Letter	No Page Limit.	[ContractorName].PP.VOL1.ADVISOR.pdf	
L.4.8	Fair and Reasonable Pricing Certification	Free Format	One Page Limit.	[ContractorName].PP.VOL1.PRICECERT. pdf	
L.4.9	Top Secret Facility Clearance/DD-441	Attachment 0002 - DD-441	Limited to template.	[ContractorName].PP.VOL1.FCL.pdf	
L.4.10	Subcontracting Plan	Free Format	No Limit	[ContractorName] PP.VOL1.SubPlan.pdf	

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L.4.1 Standard Form 33 (SF 33)

Submit a signed SF 33 (Solicitation, Offer, and Award) with all fill-ins and amendments acknowledged. File: [ContractorName].PP.VOL1.SF33.pdf.

L.4.2 Statement of Acknowledgement

Submit a statement agreeing to all SOLICITATION terms, conditions, and provisions, and to deliver services at proposed prices. Any exceptions may lead to rejection (M.2.5(b)). File: [ContractorName].PP.VOL1.ACK.pdf.

L.4.3 Proposal Acceptance Period

State the proposal acceptance period (270 days) (L.1.6).

File: [ContractorName].PP.VOL1.ACCEPT.pdf.

L.4.4 Organizational Conflict of Interest (OCI) Certification

Submit an affirmative statement that no OCI exists or a disclosure with a mitigation plan per L.2.4. File: [ContractorName].PP.VOL1.OCI.pdf.

L.4.5 Accounting System Capability

Provide evidence of an adequate accounting system per RFO FAR 9.104-1(e) and RFO DFARS 252.242-7006 (e.g., DCAA/DCMA letter or action plan for adequacy).

File: [ContractorName].PP.VOL1.ACCOUNTING.pdf.

L.4.6 Financial Capability

Submit financial data (e.g., GSA Form 527, financial statements) to demonstrate capability per RFO FAR 9.104-1(a). File: [ContractorName].PP.VOL1.FINANCIAL.pdf.

L.4.7 Non-Government Advisor Agreement

Submit the executed agreement, Attachment 0007, with Federal Acquisition Strategies, LLC, per L. 2.2. File: [ContractorName].PP.VOL1.ADVISOR.pdf.

L.4.8 Fair and Reasonable Pricing Certification

Submit a signed certification attesting to a history of fair and reasonable pricing on prior contracts, supported by CPARS data or a letter from a warranted Contracting Officer. The certification must be in the name of the official legal entity or supported by a Meaningful Relationship Commitment Letter.

File: [ContractorName].PP.VOL1.PRICECERT.pdf.

L.4.9 Top Secret Facility Clearance/DD-441

Offerors shall provide DD-441 to document a current TS-FCL as required by C.2.3.9.1.2. File: [ContractorName].PP.VOL1.FCL.pdf

L.4.10 Subcontracting Plan

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Offers shall submit a Subcontracting Plan outlining Small Business goals.

File: [ContractorName].PP.VOL1.SubPlan.pdf

L.5 Volume II: Q-Card

L.5.1 Overview

Volume II demonstrates recent/relevant past performance and certifications via the Q-Card (Attachment 0003 for FP, Attachment 0004 for TS). Submit the Q-Card (Attachments 0003 for FP, Attachment 0004 for TS) in Excel format, completed per L.5.1, L.5.2.3, and L.5.2.4. The Government will validate self-certified responses (M.2.1). File: [ContractorName].PP.VOL2. QCARD.xlsx.

L.5: Volume II: Q-Card					
L.5.1	Q-Card Submission	Attachment 0003 for Large Business Attachment 0004 for Small Business	One Q-Card Excel Document.	[ContractorName].PP.VOL2.QCARD.xlsx	
L.5.1., L. 5.2. through L. 5.2.2., L.5.3.2. through L. 5.3.2.6 (FP), L.5.2.4. through L. 5.2.4.6. (TS)	Recent and Relevant Past Performance	Free Format: Maximum of 3 Relevant Projects. Contract or Task Order award form, annual project value, period of performance documentation. For scored evaluation criteria: All Information in a contractual document necessary for meeting each scored evaluation	No Page Limit.	[ContractorName].PP.VOL2..[Project#].pdf	

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		criteria taking credit for.			
L.5.2.3.7 (FP) L.5.2.4.7 (TS)	Past Performance Questionnaire	Past Performance Questionnaire for each Project. Attachment 0005 for Large Businesses Attachment 0006 for Small Businesses	Limited to template.	[ContractorName].PP.VOL2. [Project#]. pdf	
L.5.2.3.8 (FP) L.5.2.4.8 (TS)	Certifications and Qualifications	Copy of each certification /qualification, as applicable. If not applying for these points, no file need be submitted.	One Page Limit per certification /qualification submitted.	[ContractorName].PP.VOL2.CERT.pdf	

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L.5.2 Recent and Relevant Past Performance

L.5.2.1 The offeror may utilize up to three contracts to substantiate claimed compliance within the Q-Card (Attachment 0003 for FP, Attachment 0004 for TS). The Q-Card is a critical component of Volume II (Q-Card) of your proposal, used to evaluate recent and relevant past performance, certifications/qualifications, and fair and reasonable pricing certification per Section M.2.2. Offerors shall complete the Q-Card template (Attachment 0003 for FP, Attachment 0004 for TS) in Microsoft Excel format. The Q-Card is a points-based self-scoring system, with a maximum of 5,350 points and a minimum threshold of 4,976 points to qualify for award (M.2.2). Offerors must self-certify responses and provide supporting documentation, which the Government will validate (L.2.7, M.2.2.1). Discrepancies may result in reduced points or proposal rejection (M.2.3, M.2.5).

L.5.2.1.1 For the purpose of this solicitation, a Contract is defined as a written instrument that requires the performance of a distinct effort and demonstrates the distinct effort was actually performed. Written instruments containing supplies or services that can be ordered but typically do

not demonstrate actual performance, such as Indefinite Delivery Contracts (RFO FAR 16.5), Basic Ordering Agreements (BOA), Blanket Purchase Agreements (BPA), and Federal Supply Schedules (FSS) do not meet the definition of a Contract. Written instruments considered to demonstrate actual performance may include a single task or delivery order, a single work directive, or a single definite quantity contract provided it demonstrates a distinct effort was actually performed. If a contract instrument (such as a task or delivery order, etc.) executed under a broad ordering instrument (such as an IDIQ, BOA, FSS, etc.) also functions as a broad ordering instrument which does not require or demonstrate that a distinct effort be performed, and requires other written instruments to execute performance, then this contract instrument would NOT meet the definition of a Contract. An offeror may submit documentation that enhances the Government's understanding of the distinct effort actually performed if it is not identified on the Contract itself.

It is incumbent upon the offeror to demonstrate that a distinct effort was actually performed. It is incumbent upon the Offeror to ensure each proposed submission meets the definition of a Contract.

L.5.2.1.2 The offeror shall provide supporting contract Information (Federal Procurement Data System (FPDS) data or Contract Award Document) that clearly identifies the following information for each Contract Submission:

(a) Prime Contractor Name and Address;

(b) Contract Number (and delivery/task order number if applicable);

NOTE: Only propose a single Order (i.e. task/delivery order, work directive, technical instruction) for a proposed Contract submission if the effort is part of broader contractual instrument such as an Indefinite Delivery, BOA, BPA, FSS. See Section L.5.2.1.1 for definition of a Contract. If more than one Order is proposed as part of the same Contract Submission, the Government reserves the right to not consider that Contract Submission in the evaluation.

(c) Contract Period of performance;

(d) Government or Industry contracting activity address;

(e) Procuring Contracting Officers (PCO) or point of contact for private industry entity responsible for signing or administering the contract, telephone number and e-mail;

(f) Copies of the Contract pages or sections that demonstrate the following: Contract number, date of Contract execution, Identification of the contract parties, Period of Performance, and Performance Work Statement (PWS) or Scope of Work (SOW); and

(g) An offeror may submit additional documentation, such as related contractual instruments that enhance the Government's understanding of the contract deliverables or work performed if it is not identified on the Contract itself. It is incumbent upon the offeror to substantiate what work was performed.

L.5.2.1.3 Pool Qualification Project

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The offeror shall provide past performance in performing linguist support services and the responsibility for the overall performance and completion of the entire project as a Prime Contractor under North American Industry Classification System (NAICS): 541930 (Translation and Interpretation Services) or Product Service Code (PSC): R608 (Support-Administrative: Translation and Interpreting). The size standard for NAICS 541930 is $22.5 million in average receipts over the preceding 5 years for the Train and Sustain Mission Area (small business set aside).

L.5.2.2 Points for Recent Past Performance. Recent past performance is defined as tasks completed on a recent Contract (as defined by L.5.2.1.1 above). Recent Contract(s) are those performed within five (5) years of the date of issuance of this Solicitation. Each Contract must have been performed by the offeror as the prime contractor. In this context, prime contractor is the party that executes an agreement with another party to perform work. The prime contractor of the submitted Contract is NOT required to be a U.S. Government contract holder. Private industry Contract(s) (e.g., an agreement between U.S. Government contract holder and its subcontractor) may be considered as the proposed past performance. The Government will not consider the past performance of individuals, key personnel, or subcontractors; only corporate past performance will be considered.

L.5.2.3 Points for Relevant Contracts - Force Projection

Offerors may claim points on the Q-Card as specified below.

L.5.2.3.1 NAICS Code 541930 or PSC Code R608. The Offeror must provide evidence of the assigned NAICS Code or Product Service Code (PSC) Code for each Relevant Contract.

L.5.2.3.2 Relevant Contract Annual Value. For each Relevant Contract submitted, the Offeror may claim points if the Annual Contract Value meets or exceeds evaluation criteria contained in the Q-Card.

L.5.2.3.3 Relevant Contract Service Areas. For each Relevant Contract submitted, the Offeror may claim points if the number of Service Areas meets or exceeds evaluation criteria contained in the Q-Card in accordance with PWS C.2.2.2 (not inclusive of C.2.2.2.5).

L.5.2.3.4 Relevant Contracts with Performance in Multiple Locations. For each Relevant Contract submitted, the Offeror may claim points if the Contract involves Multiple Service Areas in accordance with the Q-Card.

(a) 'U.S. locations' are defined as States, The District of Columbia, and US territories; except the National Capital Region (NCR)/Military District of Washington (MDW) which is defined as a single location.

(b) 'Foreign locations' are defined as countries.

(c) Temporary duty locations and/or temporary travel locations less than 30 days do not count towards the number of locations.

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L.5.2.3.5 Relevant Contracts with Cleared Personnel. For each Relevant Contract submitted, the Offeror may claim points if the number of cleared personnel (SECRET, TOP SECRET, or Q) meet or exceed the criteria contained in the Q-Card.

L.5.2.3.6 Relevant Contracts with Ancillary Support Services. For each Relevant Contract submitted, the Offeror may claim points if the Contract involves Ancillary Support Services and/or Products in accordance with the Q-Card and PWS C.2.2.2.5.

L.5.2.3.7 Past Performance Questionnaire. The Offeror may claim points for each Past Performance Questionnaire which will be entered into the Q-Card by the DLITE III Evaluation Team in accordance with the Q-Card. For each contract submitted by the offeror, the offeror shall send a copy of the past performance questionnaire directly to the appropriate Contracting Officer and/or Contract Officer Representative POC listed in the offeror's submitted Past Performance Questionnaire (Attachment 0005 for FP, Attachment 0006 for TS). The offeror shall request that these individuals complete the questionnaire and forward it electronically directly to usarmy.detroit.usamc.mbx.global-intelligence-linguist-dlite@army.mil as soon as possible and prior to the Solicitation closing date (See Block #9 of the SF33 cover page to this solicitation) with the subject heading "PAST PERFORMANCE INFORMATION FOR [Offeror name]. Each offeror is responsible for ensuring that the Government POC it is requesting to fill out a PPQ responds in accordance with the Solicitation submission deadline. The Government will not reach out directly to obtain. If a PPQ is not submitted, the offeror will be given zero (0) points in the Q-Card. In addition, offerors that submit the PPQ directly with its proposal will be given zero (0) points in the Q-Card.

L.5.2.3.8 Systems and Certifications. The offeror may claim points for Systems and Certifications as listed in the Q-Card. The offeror shall submit evidence of each system and certification.

L.5.2.4 Points for Relevant Contracts - Train & Sustain

Offerors may claim points on the Q-Card as specified below.

L.5.2.4.1 NAICS Code 541930 or PSC Code R608. The Offeror must provide evidence of the assigned NAICS Code or Product Service Code (PSC) Code for each Relevant Contract.

L.5.2.4.2 Relevant Annual Contract Value. For each Relevant Contract submitted, the Offeror may claim points if the Annual Contract Value meets or exceeds evaluation criteria contained in the Q-Card.

L.5.2.4.3 Relevant Contract Service Areas. For each Relevant Contract submitted, the Offeror may claim points if the number of Service Areas meets or exceeds evaluation criteria contained in the Q-Card in accordance with PWS C.2.2.2 (not inclusive of C.2.2.2.5).

L.5.2.4.4 Relevant Contracts with Performance in Multiple Locations. For each Relevant Contract submitted, the Offeror may claim points if the Contract involves performance in Multiple Locations in accordance with the Q-Card.

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(a) 'U.S. locations' are defined as States, The District of Columbia, and US territories; except the National Capital Region (NCR)/Military District of Washington (MDW) which is defined as a single location.

(b) 'Foreign locations' are defined as countries.

(c) Temporary duty locations and/or temporary travel locations less than 30 days do not count towards the number of locations.

L.5.2.4.5 Relevant Contracts with Cleared Personnel. For each Relevant Contract submitted, the Offeror may claim points if the number of cleared personnel (SECRET, TOP SECRET, or Q) meets or exceeds criteria contained in the Q-Card.

L.5.2.4.6 Relevant Contracts with Ancillary Support Services. For each Relevant Contract submitted, the Offeror will claim points if the Contract involves Ancillary Support Services and/or Products detailed within the Q-Card and PWS C.2.2.2.5.

L.5.2.4.7 Past Performance Questionnaire. The Offeror may claim points for each Past Performance Questionnaire which will be entered into the Q-Card by the DLITE III Evaluation Team in accordance with the Q-Card. For each contract submitted by the offeror, the offeror shall send a copy of the past performance questionnaire directly to the appropriate Contracting Officer and/or Contract Officer Representative POC listed in the offeror's submitted Past Performance Questionnaire (Attachment 0005 for FP, Attachment 0006 for TS). The offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at usarmy.detroit.usamc.mbx.global-intelligence-linguist-dlite@army.mil as soon as possible and prior to the Solicitation closing date (See Block #9 of the SF33 cover page to this solicitation) with the subject heading "PAST PERFORMANCE INFORMATION FOR [Offeror name]. Each offeror is responsible for ensuring that the Government POC it is requesting to fill out a PPQ responds in accordance with the Solicitation submission deadline. The Government team will not reach out directly to obtain. If a PPQ is not submitted, the offeror will be given zero (0) points in the Q-Card. In addition, offerors that submit the PPQ directly with its proposal will be given zero (0) points in the Q-Card.

L.5.2.4.8 Systems and Certifications. The offeror may claim points for Systems and Certifications as listed in the Q-Card. The offeror shall submit evidence of each system and certification.

L.5.2.5. The offeror shall ensure all "Yes" responses are fully substantiated. Partial or unclear documentation may result in 0 points. The contractor shall map all supporting documents, e.g., contracts, task orders, or SF 1449, with Adobe Sticky Notes, Microsoft Word Comment, etc. linking to Q-Card responses.

File: [ContractorName].PP.VOL3.EXP.[Project#].pdf (e.g., ABC.VOL3.EXP.1.pdf).

*** END OF NARRATIVE ***

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FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	2024-08		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	2026-02		
52.216-27	Single or Multiple Awards.	1995-10		
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements-Other Than Commercial Acquisition With Adequate Price Competition.	2021-11		
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02		
52.237-10	Identification of Uncompensated Overtime.	2015-03		

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DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03
252.216-7002	Alternate A, Time-and-Materials /Labor-Hour Proposal Requirements-Other Than Commercial Acquisition with Adequate Price Competition.	2023-01	Alternate A	2023-01
252.225-7003	Report of Intended Performance Outside the United States	2025-10		

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FAR Provisions Incorporated by Full Text

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. (Deviation 2026-O0038) (Alternate IV)	2026-02	Alternate IV	2026-02

Alternate IV-(Feb 2026) (Deviation 2026-O0038). As prescribed in 15.110(t)(4), replace the text of the provision with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: Determined at Task Order Level[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.4.]

52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a Determined at Task Order Level[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)	2026-02

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

[ ] Offeror chooses to waive the evaluation preference.

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

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

_____[Insert one or more Internet addresses]

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(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

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DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.237-7024	Notice of Continuation of Essential Contractor Services.	2010-10		

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 Determined at Task Order Level, Mission Essential Contractor Services, dated Determined at Task Order Level, 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;

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(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)

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Section M - Evaluation Factors for Award

M.1 Basis for Award. The Government intends to award Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to all offerors that meet or exceed the minimum point threshold of 4,976 points in the Force Projection Mission Area and Train and Sustain Mission Area.

Award will be made without further negotiations to those offerors whose proposal passes Phase 1 and Phase 2 and meets or exceeds the threshold, 4,976 points, under the points-based evaluation criteria described below and who are determined to be "qualifying offerors" as defined in 10 U.S.C. (S) 3206(c)(4).

A "qualifying offeror" is one who:

1. is determined to be a responsible source (M.1.1);

2. submits a proposal that conforms to the requirements of the solicitation (M.1.2); and,

3. the contracting officer has no reason to believe would likely offer other than fair and reasonable pricing (M.1.3).

Offerors not meeting the established criteria in Phase 1 will be excluded from further evaluation in Phase 2 and sent an unsuccessful offeror letter in accordance with RFO FAR 15.206-1(a)(1). Specifically, failure to pass Phase 1 will disqualify an offeror from being considered a qualifying offeror.

M.1.1. Determination of Responsibility. Per RFO FAR 9.105-2(a), a contract will be placed only with the offeror that the Contracting Officer determines to be responsible. Prospective offeror(s), in order to be eligible for award for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in RFO FAR9.104. In addition, the Government may assess the offeror's financial and management capabilities to meet the solicitation requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all offeror(s) or their subcontractors to aid the Contracting Officer in the evaluation of each offeror's proposal and ensure that a selected offeror is responsible. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer. To make sure that an offeror meets the responsibility criteria at RFO FAR 9.104, the Government may:

a. Arrange a visit at an offeror's facility and perform a necessary Pre-Award Survey. The offeror's refusal to authorize the Government to visit the offeror's facility may result in a determination that the offeror is not responsible.

And/or

b. Request an offeror provide financial, technical, production, or managerial background information. If the requested information is not submitted within seven calendar days from the date of the receipt of the request, or if an offeror refuses the Government access to its facility, the Government may determine the offeror non-responsible. If the Government visits the offeror's

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facility, please ensure that current data relevant to the proposal is available for Government personnel to review.

M.1.2. Determination of Conformance. The standard for proposal conformance for this solicitation is submitting a proposal that successfully passes Phase 1 and in Phase 2 meets or exceeds the minimum point threshold of 4,976 points.

M.1.3. Determination of Fair and Reasonable. The Government will not conduct a detailed price evaluation at the IDIQ contract level in accordance with 10 U.S.C. 3206(c)(3). The Contracting Officer anticipates fair and reasonable pricing will be achieved through competition at the task order level. Offerors must submit a signed certification attesting to their intent to offer fair and reasonable pricing throughout the life of the contract. The Contracting Officer will rely on this certification, combined with the competitive ordering environment, as a reasonable basis to determine compliance with paragraph (3) under M.1 above.

M.2 Evaluation Method.

The Government's evaluation method will employ a two-phased approach:

1. Phase 1 - Compliance Review of Offerors' Proposals

2. Phase 2 - Evaluation of the Q-Card

M.2.1 Phase 1. Compliance Review of Offerors' Proposals

The Government will conduct a comprehensive compliance review of each offeror's proposal. The purpose of this review is to determine the extent of compliance and adherence to the solicitation instructions, and whether the proposal meets any of the conditions listed in M.2.5 ("Rejection of Offerors").

M.2.2 Phase 2. Evaluation of the Q-Card

The second phase is the evaluation of the Q-Card to determine the qualified offerors. Qualified offerors with the capability to fully perform the project will have proposals that meet or exceed the minimum point threshold of 4,976 points. The Government will validate the offeror's claimed points on the Q-card by utilizing the offeror's substantiating data that is required pursuant to L.5.2.2. The overall points, based on the Q-Card scoring system, will determine whether the offeror is eligible for award and if an offeror is a qualified offeror as detailed in M.1, M.1.1, M.1.2, and M.1.3.

M.2.2.1 Self-Certification and Government Validation. Offerors are required to self-certify compliance with all solicitation requirements and accurately claim points based on the established criteria with the exception to the Past Performance section of the Q-Card. As stated in L.5.2.3.7 and L.5.2.4.7, for each contract submitted by the offeror, the offeror shall send a copy of the past performance questionnaire directly to the appropriate Contracting Officer and/or Contract Officer Representative POC listed in the offeror's submitted Past Performance Questionnaire (Attachment

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0005 for FP, Attachment 0006 for TS). The Government will take the score from the Past Performance Questionnaire and input it into the Q-Card. Points will be assessed by the Government based on the PPQs submitted to the Government.

M.2.2.2 Scoring System. The Q-Card scoring system validates points based on the following key areas:

Recent and Relevant: Points are validated based on the substantiating data regarding the applicability of past projects to the requirements within the Q-Card.

Past Performance: Points assessed are based on responses from the Contracting Officer and/or Contract Officer Representative POC that contractor requested to fill out the Past Performance Questionnaire.

Systems & Certifications: Points are based on validated industry certifications.

M.2.2.3 Past Performance

M.2.2.3.1 The Government will conduct a Performance Confidence Assessment to establish a Confidence Assessment Rating for each offeror. The Confidence Assessment Rating assigned will be based on the offeror's Recent and Relevant performance record and the expectation that the offeror will successfully perform the required effort based on the criteria consideration(s) described in L.5.2.

M.2.2.3.2 Contracts submitted in Volume II of the offeror's proposal will not be considered if the Government determines them to be not Recent, not Relevant, or where there is no credible record of quality of past performance. Offerors without a record of Recent and Relevant past performance information upon which to base a meaningful confidence assessment will be rated as "Neutral Confidence", which is neither favorable nor unfavorable.

M.2.2.3.3 The Government reserves the right to not consider a proposed submission in the evaluation if it determines that the submission does not meet the Definition of a Contract and/or contains multiple contractual instruments that meet the Definition of a Contract as defined in L. 5.2.1.1.

M.2.2.3.4 The offeror may also be evaluated on past contract performance information based on internal Government or private source information and reserves the right to use any information received as part of its evaluation. The Government may contact any of the references the offeror provides and reserves the right to use any information received as part of its evaluation.

M.2.2.3.5 Past performance which is identified in the offeror's Volume II submission but is not supported with the information requested in Section L may be determined not Relevant. In addition, if any other proposal volume indicates the Government will not realize the benefit of the cited past performance during contract performance, then the cited past performance may be determined not Relevant.

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M.2.3 Government Rights. The Government reserves the right to request additional information or clarification from offerors regarding any aspect of their Q-Card submission. If an evaluation element claimed is unsubstantiated, the offeror's preliminary score shall have the point value of the refuted evaluation element deducted. The Government's validation of claimed points is final.

M.2.4 Price will not be evaluated at the base contract level in accordance with M.1.3.

M.2.5 Rejection of Offers. The Government may reject any proposal if in the Government's best interest at any time after receipt of proposal. Examples include, but are not limited to, the following proposal conditions:

a. The proposal fails to meaningfully respond to the instructions in Section L of this solicitation (e.g. a proposal provides some data but omits material data and information required by Section L, the proposal fails to follow proposal instructions or format requirements in Section L, etc.).

b. The proposal proposes exceptions to the solicitation requirements, attachments, exhibits, enclosures, or solicitation terms and conditions.

c. The proposal contains one or more OCIs that cannot be avoided or mitigated. Refer to Section L paragraph L.2.4 of this solicitation "Organizational Conflict of Interest."

d. The Government will reject any offeror that does not hold a current Top Secret Facility Clearance (FCL) (L.4.9)

e. The proposal's acceptance period does not meet the Government's required minimum acceptance period, or the offeror fails to provide a proposal acceptance period (Refer to Section L. 1.6).

f. The proposal is not in English (American Standard).

g. The Government will reject any offeror's proposal that fails to include the executed agreement in L.2.2.

h. The proposal fails to comply and provide evidence of an approved accounting system as outlined in L.4.5.

i. The offeror is not a self-certified U.S. small business concern to the size standard for the North American Industry Classification System (NAICS) code identified in this solicitation in SAM.

M.2.6 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the offeror for contract award.

M.2.7 Source Selection Evaluation Board (SSEB). An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria for this solicitation. All proposals not otherwise rejected will be given

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careful, full and impartial consideration by a team of Government personnel in the evaluation pursuant to the criteria in this solicitation.

M.2.8 Award without Negotiations. This solicitation includes RFO FAR 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises offerors that the Government intends to make award without conducting negotiations. Where awards will be made without negotiations, exchanges with offerors are limited to Clarifications as defined in RFO FAR 15.202(a)(2). However, under RFO FAR 52.215-1(f)(4), the Government reserves the right to hold negotiations, if necessary.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-4	Evaluation of Options Exercised at Time of Contract Award. (Deviation 2026-O0038)	2026-02		

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