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
	W519TC26RA045	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	30 JUL 2026	

7. ISSUED BY CODE W519TC

W6QK ACC-RI
ACC ROCK ISLAND BLDG 60, 3055 RODMAN AVE
ROCK ISLAND, IL 61299-0000
UNITED STATES
ALEXANDER WILCOX, EMAIL: ALEXANDER.M.WILCOX2.CIV@ARMY.MIL TELEPHONE: 000-000-000

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 31 AUG 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	
	ALEXANDER WILCOX		000-000-000		ALEXANDER.M.WILCOX2.CIV@ARMY.M

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

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.

Section A - Solicitation/Contract Form

Instrument Name: EAGLE - Presidio of Monterey (POM)

Product Service Code : J025

SECTION A

THIS RFP WILL BE COMPETED AMONGST ONLY THOSE OFFERORS THAT HOLD AN ENHANCED ARMY GLOBAL LOGISTICS ENTERPRISE (EAGLE) BASIC ORDERING AGREEMENT (BOA) BY THE CLOSING DATE OF THIS RFP. THIS ACQUISITION IS A 100% SMALL BUSINESS SET-ASIDE ACQUISITION AND ONLY BOA HOLDERS WHO CAN CERTIFY PARTICIPATION IN THE SMALL BUSINESS ADMINISTRATION (SBA) UNDER NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE 561210 BY THE CLOSING DATE OF THIS RFP WILL BE CONSIDERED FOR AWARD.

A.1 The U.S. Army Presidio of Monterey (POM) has a requirement for logistics support services, including maintenance, supply, and transportation support.

A.2 This is an official RFP and supporting documentation for the POM requirement.

A.3 This RFP is a small business set aside acquisition and will be competed among those Offerors that hold an EAGLE Program BOA who can certify small business status under NAICS Code 561210 by the closing date of this RFP.

This RFP will result in a CPFF with FFP elements task order with 1, 12 month base period, to include a 30 day transition in period, 4, 1-year options, and 1, 6-month option period in accordance with (IAW) Revolutionary Federal Acquisition Regulation Overhaul (RFO FAR) 52.217-8 for a total of 5 years and 6 months if all options are exercised. The evaluated option periods, which will be awarded at the Government's sole discretion, will be based on need and performance of contractors.

A.4 The period of performance for each Contract Line Item Number (CLIN) from Notice to Proceed (NTP) through 1826 Days after NTP is identified below:

CLIN SERVICE PERIOD OF PERFORMANCE:

Base Year (includes 30 day Transition In): CLIN 0001 through 0010, NTP to 365 days after NTP

Option Year 1: CLINs 1002 through 1010, 366 days after NTP to 730 days after NTP

Option Year 2: CLINs 2002 through 2010, 731 days after NTP to 1095 days after NTP

Option Year 3: CLINs 3002 through 3010, 1096 days after NTP to 1461 days after NTP

Option Year 4: CLINs 4002 through 4010, 1462 days after NTP to 1826 days after NTP

Option Period IAW RFO FAR 52.217-8: CLINs 5002 through 5010, 1827 days after NTP to 2008 days after NTP

Transition and Fully Operational Capability (FOC) efforts are part of a single requirement and period of performance. All Transition efforts are still required to be completed within the first 30 days of performance; however, transition to FOC is part of a seamless process. The Contracting Officer may authorize proceeding into FOC as various elements of transition are complete prior to the end of the 30-day Transition period.

A.5 This Best Value / Lowest Price Technically Acceptable (LPTA) source selection process will include an evaluation of the following three (3) factors: (1) Technical, (2) Past Performance, and (3) Cost/Price. A Task Order award under this EAGLE competition will be made to the Offeror determined to be responsible IAW RFO FAR subpart 9.1 whose proposal conforms to the RFP requirements and is determined to be the lowest evaluated (fair and reasonable) priced proposal that is determined Technically Acceptable with Substantial Confidence in Past Performance.

A.6 The Offeror's proposal shall be valid for 180 days from the closing date of the RFP.

A.7 The incumbent contractor(s) is LOGMET, LLC under contract(s) W519TC-23-G-0004, W519TC25F0093.

A.8 NOT APPLICABLE

A.9 Government Furnished Facilities and Equipment are identified in the Exhibits/Attachments in Section J of this RFP and identified in the Performance Work Statement (PWS).

A.10 Please note that this RFP contains a Section B, "Supplies or Services and Prices/Costs"; however, Offerors are required to complete and submit the Cost/Price Matrix identified as Attachment 0005.

A.11 The Government intends to conduct a Post Award Conference with the awardee following Task Order award.

A.12 This RFP should not be discussed with any Government employee except the Procuring Contracting Officer (PCO), Michael D. Thune or Contract Specialist, Alexander M. Wilcox who may be contacted at michael.d.thune2.civ@army.mil and alexander.m.wilcox2.civ@army.mil respectfully .

A.13 This RFP and any amendments to this RFP shall be issued electronically. Because of this, the Government is under no obligation to maintain an Offerors mailing list. Any EAGLE BOA holders interested in this requirement must periodically access Contract Opportunities located at https://SAM.gov. Failure to provide proposals in accordance with the instructions/format specified in this RFP shall render the Offerors proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

A.14 The Government is not obligated to provide responses to any questions submitted by Offerors, but will consider them and incorporate changes into the RFP as deemed necessary.

A.15 The closing date and time for this RFP is identified on page 1 of this RFP, the Local Time is Central Time. All proposal documents are due at the time set forth in this RFP.

A.16 Proposals shall be submitted electronically to alexander.m.wilcox2.civ@army.mil and m ichael.d.thune2.civ@army.mil. Due to file size restrictions, Proposals may be submitted through Department of Defense (DOD) Secure Access File Exchange (SAFE), https://safe.apps.mil/. Note that only 25 files can be submitted with one upload. Multiple drop-off codes may be requested from the Contract Specialist or Contracting Officer, if necessary. Non-CAC users will have to request a drop-off request from the Contract Specialist or Contracting Officer. Please visit the website for more details and instructions for its use. Cloud Services and third party drop boxes are not acceptable for proposal submission.

Emailed proposals shall state the following in the subject line: Proposal for solicitation number [W519TC-26-R-A045] - Add company name.

It is highly recommended that the Offeror request a Return Receipt or other form of acknowledgement to verify that the proposal submission was received prior to the closing of the RFP.

A.17 Not Applicable

A.18 The Government will compare the Offeror's proposal to Section L in order to perform a strict compliance review. Failure to provide proposals in accordance with the instructions/format specified in this RFP shall render the Offerors proposal noncompliant. The proposal will not be evaluated and will not be further considered for award. The Government reserves the right to waive the Strict Compliance Review if it is in the Government's best interest.

A.19 NOT APPLICABLE

A.20 The Army Sustainment Command (ASC) may employ the services of a support contractor to assist in the management and oversight of ASC contracts. The contracted support provided by a support contractor is technical in nature, and in no way supplants the Governments exclusive responsibility for the decision making regarding contract management and oversight. The contract with ASC's support contractor prohibits the unauthorized use or disclosure of any of the information and data associated with ASC contracts in support of management and oversight responsibilities.

In the event ASC determines it will use a support contractor for management and oversight assistance, awardees shall work with the Contracting Officer and support contractor to establish appropriate agreements and proper protections (see RFO FAR 9.505-4(b)) allowing permission for the support contractor to have necessary access to information and data to assist ASC in its management and oversight for any associated contracts.

A.21 Organizational conflict of interest (OCI) means a situation in which

(1) A Government contract requires a contractor to exercise judgment to assist the Government in a matter (such as in drafting specifications or assessing another contractor's proposal or performance) and the contractor or its affiliates have financial or other interests at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the contractor may be improperly influenced by its own interests rather than the best interests of the Government; or

(2) A contractor could have an unfair competitive advantage in an acquisition as a result of having performed work on a Government contract, under circumstances such as those described in paragraph (1) of this definition that put the contractor in a position to influence the acquisition.

(3) If the Contractor identifies an OCI, the Contractor shall make a prompt and full disclosure in writing to the PCO. OCI that arise during performance of the contract, as well as newly discovered conflicts that existed before contract award, shall be disclosed.

A.22 Notice of OCI: ASC's support contractor, and any affiliates, subsidiaries, or subcontractors and any affiliates, subsidiaries, or subcontractors have OCIs, and are precluded from offering a proposal as either a prime or a subcontractor, or from participating as a member of any team competing for this contract and/or any other resultant contracts stemming from this RFP. The Government reserves the right to reject any offer it considers to represent an OCI. Offerors are directed to RFO FAR 9.5 for further information on OCIs for detailed OCI contract restrictions /requirements.

A.23 This is a Requirements Contract IAW RFO FAR 52.21621 for the services specified in the PWS and workload data, and effective for the period of performance identified in Paragraph A.4.

A.24 The Estimated Total Contract Value (ETCV) is TBD (at award). The ETCV amount is NOT a ceiling price, but rather an ESTIMATE of the total 5 and a half years of performance under this contract.

A.25 Not Applicable

A.26 If an Amendment is deemed necessary for this RFP, the Amendment notice will be posted to Contract Opportunities as stated in Section A, Paragraph A.13. Please be advised that when an Amendment is posted to Contract Opportunities it will be listed on the bottom of the RFP notice.

A.27 All clauses and provisions identified within the EAGLE BOA are incorporated by reference to this RFP.

A.28 The Army Contracting Command (ACC) is in the process of deploying the Electronic Cost Reporting and Financial Tracking (eCRAFT) Enterprise tool (E2) to all ACC organizations. E2 is a tool designed to enhance cost reporting and financial tracking utilizing standardized labor categories, authoritative data, and automated reports. E2 is expected to be deployed in Fiscal Year 2026 and its utilization is required for service contracts/orders that contain Cost type Contract Line Item Numbers (CLINs). Offeror(s) are required to provide the information listed within Section L of this solicitation.

The eCRAFT CDRL will be a requirement of the resultant contract as stated in Section C of this solicitation and a subsequent revision to Section J Attachment 0001: PWS.

*** END OF NARRATIVE ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Section B

B.1 OFFERORS SHALL SUBMIT PRICES USING ATTACHMENT 0005- COST/PRICE MATRIX

BILLING INSTRUCTIONS FOR CLINs 0001-0010:

The Contractor is authorized to bill IAW RFO FAR 52.216-7(a)(1).

*** END OF NARRATIVE ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Transition In Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0002	Project Management Office (PMO) Labor				
0002AA	PMO Maintenance - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		

0002BA	PMO Retail Supply and Asset Mgmt- ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0002CA	PMO SSMO - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0002DA	PMO Transportation - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0002EA	PMO Immersion Driver - Non-ASC Product Service Code: J025	1	Lot		

	North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price				
0002FA	PMO Textbook Warehouse - Non-ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0003	Installation Maintenance Division (IMD)				
0003AA	BASOPS MAINTENANCE - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
0003BA	Food Service Equipment Maintenance - ASC Product Service Code: J025	1	Lot		

	North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost Plus Fixed Fee				
0004	Installation Supply Division (ISD)				
0004AA	Retail Supply - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0004BA	Asset Management - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0004CA	Subsistence Supply Management Office (SSMO) - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
0004DA	Textbook Warehouse - Non-ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0005	Installation Transportation Division (ITD)				
0005AA	Personal Property Office - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0005BA	Personnel Movement and Travel Services Personnel - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		

0005CA	Frieght/Cargo Movement - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0005DA	Transportation Fleet Management - Bus Services - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0005EA	Transportation Fleet Management - Dispatchers - ASC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price	1	Lot		
0005FA	Transportation Fleet Management- Immersion - Non-ASC Product Service Code: J025	1	Lot		

	North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Firm Fixed Price				
0006	Other Direct Costs (ODC)				
0006AA	Maintenance - External Parts ODC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost No Fee	1	Lot		
0006BA	Maintenance ODC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost No Fee	1	Lot		
0006CA	Food Service Equipment - External Parts ODC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost No Fee	1	Lot		

0006DA	Food Service Equipment ODC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost No Fee	1	Lot		
0006EA	Retail Supply ODC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost No Fee	1	Lot		
0006FA	Asset Management ODC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost No Fee	1	Lot		
0006GA	SSMO ODC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost No Fee	1	Lot		

0006HA	Personal Property Office ODC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost No Fee	1	Lot		
0006JA	Transportation Fleet Management-Bus Services ODC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost No Fee	1	Lot		
0006KA	Transportation Fleet Management-Dispatchers ODC Product Service Code: J025 North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost No Fee	1	Lot		
0007	Other Direct Costs (ODC)				
0007AA	Textbook Warehouse ODC Product Service Code: J025	1	Lot		

	North American Industry Classification System (NAICS): 561210 Pricing Arrangement: Cost No Fee				
0010	Contract Data Requirements Product Service Code: J025 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 1001	All PoM OPTION CLINs for ACWS estimation purposes only Product Service Code: J025 Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		

Section C - Description/Specifications/Statement of Work

Section C

C.1 EAGLE BUSINESS RULES STEP THREE TASK ORDER REQUEST

a. An Offeror must be a qualified BOA holder by the closing date of the RFP. The Government is under no obligation to place an order against an EAGLE BOA.

b. A Task Order becomes a binding contract at the time of the Government's acceptance of a Task Order proposal and award of a Task Order per RFO FAR 16.703-3(b)(4).

c. This Task Order is being competed among EAGLE BOA holders who hold a BOA at the time of the closing date of the RFP. The Government will confirm that an Offeror is a qualified BOA holder by checking the effective date of an Offeror's BOA. Due to the complexity and the wide range of capabilities required by this Task Order, Joint Ventures (JVs) may be utilized; however, a JV offeror must be an approved BOA holder from Step Two in order to propose as a Prime on this Task Order solicitation, and the JV must comply with the applicable requirements of Title 13 of the Code of Federal Regulations (CFR) (see Parts 121.103(h), 124.513, 128.402, 126.616, and 127.506).

d. In Step Two (i.e. BOA process), BOA holders were required to demonstrate the capability to perform all three functional areas; that technical capability may have been achieved with or without subcontractors. For this Task Order (Step Three), Offerors are not required to propose those same subcontractors that were used to establish technical capability in Step Two; however, the Offeror must propose itself and any subcontractors that are necessary for it to be able to meet the evaluation criteria and successfully perform the requirements of this Task Order.

e. The contractor shall adhere to the prices proposed and agreed to in this resultant task order issued against its BOA. The contractor is not authorized to begin work on an order issued against the BOA until prices have been established. In the event that the Contracting Officer requires work to begin prior to establishment of pricing, failure to reach agreement on price may be disputed under the Disputes clause.

f. The following sections submitted by the Offeror with its BOA proposal will be carried forward and incorporated by reference into this Step Three EAGLE Task Order contract:

BOA RFP Property Management Plan- Not Applicable

BOA RFP Resource / Task Order Management- Not Applicable

BOA RFP L.5.2.1.1(c) Flexible Staffing Approach

BOA RFP L.5.4.2.7 Transition-in Approach

BOA RFP L.5.2.1.1(b)(2)(iii) Identification of an onsite independent quality control

g. Failure to comply with any term of the Task Order, to include meeting small business subcontracting goals, may result in negative past performance that could negatively impact the BOA holder's ability to be successful in future Task Order competitions.

h. The Contractor may be required to enter into an Associate Contractor Agreement (ACA) with another contractor as part of this task order performance.

i. Responsibility determinations will be made at Step Three. An otherwise successful Offeror may not be eligible for award if it cannot be determined responsible for any of the standards in RFO FAR 9.104, including capacity.

j. RESERVED

k. Size Standards. SBA's size eligibility standards are found in Title 13 of the Code of Federal Regulations (CFR) Part 121 (13 CFR Part 121). In order to ensure that an Offeror qualifies as an eligible small business, prospective Offerors are encouraged to review this regulation in its entirety. Specifically, 13 CFR 121.103 may assist a prospective offeror in assessing whether affiliation rules could apply. A finding by the SBA of affiliation between entities may result in a determination that the Offeror is "other than small" and therefore ineligible for a Small Business Set-Aside (SBSA) award (if applicable). An offeror with questions regarding size eligibility standards should contact its legal counsel and/or SBA Office of Government Contracting personnel; 8(a) Program participants may consult their cognizant SBA Business Opportunity Specialist.

SBA Authority and RFO Applicability. The SBA is the sole authority for making determinations of small business status for small business programs; such determinations are binding on the Offeror and on the Contracting Officer. In accordance with the Revolutionary FAR Overhaul (RFO) Part 19 deviations, small business size status is determined at the Master Contract level based on the written self-certification provided with the initial offer. Order-level re-representation is not required. This determination applies to all Task Orders issued under the Master Contract unless a specific triggering event at the Master Contract level (such as an option exercise, novation, merger, or acquisition) requires re-representation in accordance with RFO FAR 52.219-28, Post-Award Small Business Program Representation.

Joint Ventures (JV). Entities proposing as a JV are encouraged to specifically review 13 CFR 121.103, "How Does SBA Determine Affiliation?" subparagraph (h) (Affiliation based on joint ventures) prior to submitting a proposal. 13 CFR 121.103 provides several examples that may assist a prospective offeror in assessing whether affiliation could be applied to its JV. Note: In accordance with 13 CFR 121.103, a JV of two (2) or more business concerns may submit an offer as a small business without regard to affiliation so long as each concern is small under the size standard for NAICS 561210. In order for this affiliation exception to apply, however, the following conditions must be met: there must be a written JV agreement, the JV must do business under its own name and be identified in the System for Award Management (SAM), and the JV does not submit additional proposals after a two-year period starting from the date of its first contract award

(note: a joint venture may be awarded one or more contracts within that two-year window, and may still receive awards after the two-year period has expired as long as the initial proposal was submitted prior to the end of the two-year period).

Subcontracting and Ostensible Subcontractors. Offerors proposing subcontracting arrangements at this Task Order level (Step Three) are encouraged to specifically review 13 CFR 121.103, "How Does SBA Determine Affiliation?" (subparagraph (h)(3)) prior to submitting a proposal. A finding by the SBA of affiliation between an offeror and its subcontractor(s) may result in a determination that the Offeror is other than a small business and therefore ineligible for the SBSA Task Order award (if applicable). For SBSA solicitations, Offerors proposing subcontracting arrangements at the Task Order level (Step Three) may be required to explain which of its subcontractors are similarly situated subcontractors pursuant to the definition provided in 13 CFR 125.1 for purposes of determining whether the arrangement includes the use of any ostensible subcontractors and unduly reliant joint venture partners.

l. NOT APPLICABLE

C.2 CONTRACTOR PERFORMANCE MANAGEMENT REVIEW

a. Performance Management Review (PMR) - All tasks under this contract will be subject to periodic (not less than quarterly) PMRs. The Contractor will receive briefings on the PMR slide deck and be allowed the opportunity to submit a response. Corrective Action Request (CARs) / Nonconformance Reports (NCRs) will be reviewed during the PMR, if the Government deems them material. The Contractor's portion of the PMR presentation will consist of participating in conversations regarding work accomplished, evaluation of work against applicable program metrics (to include schedule), cost savings, lessons learned, forecasted staffing requirements based on anticipated workload, self-evaluations/inspection results, corrective actions, funding levels/contractor performance report (financial), and contractor-employee utilization rates.

Prior to the PMR the contractor will complete the following information on the slide deck (Exhibit H) and submit to the AFSB.

-Slides 5-9 (as applicable): The contractor will complete the "Contractor Self-Assessment" portion of the slide and also rate themselves using the ratings of "Green-Meeting Expectations" or "Amber Performance Concern" or "Red-Not Meeting Expectations."

-Slide 10: Contractor will fill out accidents/incidents/areas of concerns along with any comments for challenges, best practices and way ahead. Contractor will also report "close calls" to document lessons learned."

b. Contractor Performance Assessment: Currently, the Government uses an escalating system of deficiency reporting. Local deficiency reporting consists of: verbal notification and CARs. Verbal notification is primarily used for nonrepeating, minor nonconformance/discrepancies of tasks that can be reperformed at no additional cost to the government and with minimal impact to the effort.

A CAR will be issued when previous verbal notifications failed to result in corrective actions or when more/major nonconformance or significant deficiencies exist/occur. CARs are indicators of performance and will be used to substantiate the Government's Contractor Performance Assessment Reporting System (CPARS) input. Performance deficiencies may include any government-identified noncompliance with contract requirements; an activity or action did not take place, or did not take place to the standards of timeliness or quality required. Note, that while the contractor will be given the opportunity for re-performance when possible, significant deficiencies will nevertheless be documented. Use of this escalating deficiency reporting procedure does not, in any way, limit the Government's ability to take corrective action up to and including termination.

c. Contractor's Fixed Fee will be assessed for validated negative PMRs, unresolved CARs or as determined by the PCO IAW RFO FAR 52.2465 using the following schedule:

Critical Nonconformance Contractor's fee will be assessed not less than 10% of the monthly fixed fee in which the critical nonconformance occurred. PCO determination will address the exact fee decrement based on severity, impact to the effort, contractor willingness to resolve and any other factors as deemed relevant by the PCO.

Unresolved CARs Contractor's fee will be assessed not less than 5% of the daily fixed fee starting with first day of delinquency in resolution. Fee reduction percentages are assigned as follows; however, the PCO has the discretion to apply whatever percentage it deems reasonable based on severity, impact to the effort, contractor willingness to resolve and any other factors as deemed relevant by the PCO.

Percentage of Fee:

Critical: 10% and above (monthly)

Major: 7 to 10% (daily)

Minor: 5 to 7% (daily)

The Contractor will be given the opportunity to comment and respond to issued CARs during the PMR prior to the Government executing a fee decrement.

Definitions:

Critical nonconformance - a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission. Repeated or unresolved major nonconformance will result in re-designation as critical nonconformance.

Major nonconformance - a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose. Repeated or unresolved minor nonconformance will result in re-designation as major nonconformance.

Minor nonconformance - a nonconformance that is not likely to materially reduce the usability of the supplies or services for their intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the supplies or services.

Unresolved CAR- a CAR remaining unresolved, or unacknowledged, past the PCO established suspense date. May be re-designated as minor, major or critical based on the PCO independent determination.

Daily Fee - The yearly fixed fee amount divided by 12 months divided by 30 days.

C.3 PURCHASING AND INVOICING PROCEDURES

a. The Government and Contractor shall utilize the procedures outlined in the Purchasing and Invoicing Guide (Attachment 0009). This guide details the process that the United States Government (USG) will use to conduct and oversee contractor purchasing and invoicing on this task order. Each step in the process will be described in detail along with the responsibilities of each individual position. It is the intent of the Government that the process will be sufficient for detailed cost accounting and approval without negatively impacting the contractor's ability to provide Maintenance, Supply, and Transportation services at POM. If the process is found to negatively impact operations, it will be reevaluated by the USG and updated appropriately to achieve the desired effect.

b. Final invoice for the Transition-In CLIN shall be submitted no later than seven days after the end of CLIN 0001's period of performance.

C.4 GOVERNMENT PROPERTY

a. In the event that Government property accountable to this contract is lost, damaged, destroyed or stolen, the Contractor shall promptly perform an investigation and report the loss electronically in the Government-Furnished Property (GFP) module of the Procurement Integrated Enterprise Environment (PIEE) in accordance with RFO DFARS 252.245-7005, with a copy of the generated report provided directly to the Contracting Officer or designated representative IAW RFO FAR 52.245-1(f)(1)(vi). The Contracting Officer shall review the Contractor's report and, if the Contracting Officer deems necessary, may perform an additional independent investigation in accordance with RFO FAR 52.2451(g). In accordance with RFO FAR 52.2451(g)(3) should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan and take all necessary corrective actions as specified by the schedule within the corrective action plan. The Contracting Officer may, in writing, revoke the Government's assumption of risk for loss, theft, damage or destruction, due to a determination under RFO FAR 52.2451(g) that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contracting Officer revokes the Government's assumption of liability and holds the Contractor liable, the Contractor may not charge the Government for the loss, theft, damage or destruction of Government property or any costs associated thereof except as provided

in accordance with RFO FAR 52.2451(h)(1)(iii). The Contracting Officer may delegate the investigation to an appropriate Government representative of the Contracting Officer's choosing.

C.5 COST/PRICE CONTRACT EXECUTION

a. FEE RATE(s):

This is a Cost Plus Fixed Fee contract and thus, by definition, the fee is fixed at the DOLLAR amount proposed in the Cost/Price proposal. If, at any time during the life of this requirements task order (RFO FAR 52.216-21), a change order is necessary for modification of the requirements, the subsequent fee amount will be subject to a CAP based on the following fee RATES proposed in KTR NAME proposal dated XXX, in accordance with M.5.3.3 of the solicitation:

#% for all work self- performed,

#% for subcontract work

Fee Rates: Contractor name proposal dated XXX included a fee rate(s) of XX% which is hereby capped as proposed for the life of this task order in accordance with M.5.3.3 of the Solicitation.

C.6 AbilityOne Program and/or 8(a) Contracts

a. Notwithstanding the inclusion of RFO FAR 52.21621 in this task order, any maintenance, supply, and transportation tasks currently being performed by an AbilityOne contractor or an 8(a) contractor at PoM, or subsequently determined appropriate for performance by an AbilityOne contractor or an 8(a) contractor, are not included within the scope of this EAGLE requirements Task Order.

C.7 POST AWARD CONFERENCE:

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office IAW FAR Companion (FC) 42.3.

C.8 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING

a. The Contractor shall submit the Electronic Cost Reporting and Financial Tracking (eCRAFT) Report in accordance with CDRL DI-SESS-82518 Exhibit M, Section J. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

b. The eCRAFT Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

1. Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (ePRU). The ePRU spreadsheet and user manual can be obtained at:https://www.navsea.navy.mil

/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/ under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrepweb/ecraft.

If you have problems uploading reports, please see the eCRAFT Periodic Report Utility (ePRU) User Guide at the site address above.

2. Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same time frame the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT. The vendor must submit an eCRAFT vendor report with no corresponding WAWF cost voucher submission when a credit payment is submitted directly to the Treasury outside of WAWF (e.g.Pay.gov website).

*** END OF NARRATIVE ***

Requirements

Logistics support services at Presidio of Monterey, CA.

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	1996-08		
52.246-3	Inspection of Supplies-Cost-Reimbursement.	2001-05		
52.246-4	Inspection of Services-Fixed-Price.	1996-08		
52.246-5	Inspection of Services-Cost-Reimbursement.	1984-04		
52.246-16	Responsibility for Supplies.	1984-04		

Section F - Deliveries or Performance

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

Section G - Contract Administration Data

G.1 BILLING INSTRUCTIONS FOR CLIN 0001-0010:

The Contractor is authorized to bill IAW RFO FAR 52.216-7(a)(1).

G.2 Fixed Fee Withholds:

In accordance with RFO FAR Clause 52.216-8 Fixed Fee,

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed 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 fixed 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.

The Government will withhold five (5) percent or $100,000.00, whichever is less, of the total fixed fee applicable to the current period of performance. However, based on information known, the Contracting Officer has the authority to raise the withhold to fifteen (15) percent or $100,000.00, whichever is less, of the total fixed fee applicable to the current period of performance if the Contracting Officer determines it is in the Government's best interest to do so. The contractor is authorized to invoice fixed fee applicable to the current period of performance up to an amount not to exceed per month 1/12th of the Max Fee able to be invoiced for the Base Year and Option Years. In total the contractor is not authorized to invoice fixed fee above the difference of total fixed fee for the current period of performance less the Government withhold. See Attachment 0005 for the specific fee amounts applicable to the current period of performance. Upon approval of a completion invoice or voucher submitted by the Contractor IAW RFO FAR 52.216-7(d)(5), and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

G.3 The direct labor rates contained in this contract (to include those included by way of incorporation of the contractor's proposal) are considered binding to the following extent. The contractor shall inform the Contracting Officer of any change in rates prior to submitting an invoice containing rates other than those agreed to previously. If the Contracting Officer determines the submitted rate(s) to be unreasonable the contractor shall not execute any action(s) to increase the previously agreed to rate(s) and shall not submit invoice(s) containing rates other than those agreed to previously.

*** END OF NARRATIVE ***

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		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		

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 identifies a unit, activity, or organization.

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

the Contracting Officer.

Invoice and Receiving Report

(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.

Invoice 2in1

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W519TC
Admin DoDAAC	W519TC

Inspect By DoDAAC W519TC
Ship To Code W90JXL
Ship From Code NA
Mark For Code NA
Service Approver (DoDAAC) W519TC
Service Acceptor (DoDAAC) W519TC
Accept at Other DoDAAC NA
LPO DoDAAC NA
DCAA Auditor DoDAAC HAA645
Other DoDAAC(s) NA

(*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.

PCO: michael.d.thune2.civ@army.mil, CS: alexander.m.wilcox2.civ@army.mil

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

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

(End of clause)

Section H - Special Contract Requirements

H.1 CONTRACTOR PERFORMANCE INFORMATION

H.2 The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with RFO FAR subpart 42.11 and RFO AFARS subpart 5142.11. Department of Defense (DoD) Contractor Performance Assessment Report (CPARS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

H.3 Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

H.4 Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

H.5 Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

H.6 Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

H.7 Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

H.8 The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in RFO AFARS 5142.1103.

H.9 REQUIRED INSURANCE

Pursuant to RFO FAR 52.228-5(a), "Insurance Work on a Government Installation," or RFO FAR 52.228-7, "Insurance Liability to Third Persons," the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

H.10 TYPE - AMOUNT

Workers Compensation: As required by Law.

Employers Liability: Minimum liability limit $100,000.

General Liability: Minimum bodily injury limit $500,000 per occurrence.

Automobile Liability: Minimum liability of $200,000 per person, $500,000 per occurrence for bodily injury, and $20,000 per occurrence for property damage.

Aircraft Public and Passenger: Liability Coverage required when contract performance involves use of aircraft: Minimum liability of $200,000 per person, $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Passenger liability shall be at least $200,000 multiplied by the number of seats or number of passengers, whichever is greater.

Vessel Collision Liability: Coverage required when contract performance involves use of vessels: Minimum liability of $5,000,000 or the market value of the property being shipped by vessel, whichever is greater.

H.11 Invoicing Practices and Procedures

H.12 Under the performance of this contract, the Government requires the Prime contractor invoice all costs incurred by the Prime Contractor and all subcontractors at any tier no later than 45 days after the costs are incurred. Incurred costs include direct labor, provisional indirect costs, fee, and expenditures authorized under Other Direct Costs (ODCs). Contractors shall remain in full compliance with RFO FAR Clause 52.216-7 including paragraph (b)(1)(i) which states that reimbursable costs must represent actual payments made for items or services purchased directly for contract performance.

H.13 In accordance with Contract Data Requirements List (CDRL) CD-02, incurred costs that have been incurred but not yet paid shall be accurately reflected in monthly CD-02 submissions. The Government relied on reported CD-02 cost information, including Estimate at Completion projections, to support funding decisions and determine whether additional funding is required or excess funding may be deobligated.

H.14 To ensure efficient management of current-year appropriations, the Government intends to deobligate excess funding approximately 60 calendar days after the applicable period of performance end date. Note, there could be occasions, especially towards the end of the fiscal year, that the Government will deobligate projected excess current-year funding prior to the performance end date. Contractors are expected to invoice all allowable incurred costs within the timeframe identified above and should not anticipate requests for additional current-year funding following deobligation actions for direct labor or ODCs. Requests for additional funding associated with indirect rate adjustments may still be considered following completion of a Government incurred cost audit.

H.15 Prime Contractors are responsible for ensuring all invoices and payment requirements are flowed down to subcontractors at every tier. Failure to comply with invoicing or payment requirements may result in revised payment terms and conditions.

*** END OF NARRATIVE ***

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		

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02
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

52.215-14	Integrity of Unit Prices.	2021-11
52.216-8	Fixed Fee.	2011-06
52.216-11	Cost Contract-No Fee.	1984-04
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-27	Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program. (Deviation 2026-O0038)	2026-02
52.219-29	Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-30	Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program. (Deviation 2026-O0038)	2026-02
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 Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	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	2026-04

	by Federal Contractors. (Deviation 2026-O0040, Revision 1)	
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.224-3	Privacy Training.	2017-01
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
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02
52.232-4	Payments under Transportation Contracts and Transportation-Related Services Contracts.	1984-04
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-11	Extras.	1984-04
52.232-17	Interest.	2014-05
52.232-22	Limitation of Funds. (Deviation 2026-O0038)	2026-02
52.232-23	Assignment of Claims.	2014-05
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		
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	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		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
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 IV)	2026-02	Alternate IV	2026-02
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038)	2026-02		
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038) (Alternate II)	2026-02	Alternate II	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		
52.245-1	Government Property.	2021-09		
52.245-9	Use and Charges.	2012-04		
52.246-25	Limitation of Liability-Services.	1997-02		
52.247-5	Familiarization with Conditions.	1984-04		
52.247-15	Contractor Responsibility for Loading and Unloading.	1984-04		
52.247-17	Charges.	1984-04		
52.247-68	Report of Shipment (REPSHIP).	2006-02		
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-	2004-05		

	Reimbursement).			
52.249-8	Default (Fixed-Price Supply and Service).	1984-04		
52.249-8	Default (Fixed-Price Supply and Service). (Alternate I)	1984-04	Alternate I	1984-04

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.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.204-7023	Reporting Requirements for Contracted Services.	2021-07
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 Government of a Country that is a State Sponsor of Terrorism.	2019-05
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
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
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
252.225-7048	Export-Controlled Items.	2013-06

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
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
252.243-7001	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
252.246-7004	Safety of Facilities,	2010-10

	Infrastructure, and Equipment for Military Operations.	
252.247-7014	Demurrage.	1991-12
252.247-7016	Contractor Liability for Loss or Damage.	1991-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-7	Allowable Cost and Payment. (Deviation 2026-O0038)	2026-02		

Allowable Cost and Payment (Feb 2026) (Deviation 2026-O0038)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the Not Applicable[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.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

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

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

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the

Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

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

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

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting

Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor

name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within

the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

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 7 days prior to the contract expiration date[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)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days prior to the contract expiration[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 7 days days[60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5.5 years(months) (years).

(End of clause)

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

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

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

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

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

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

(c) Applicability. This clause applies only to-

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

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

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

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

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

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

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

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

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

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

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

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity

further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(End of clause)

52.219-28	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.

(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 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 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. (Deviation 2026-O0038) 2026-02

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 * cost authorized by the contracting officer 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.

(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)

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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

52.223-3	Hazardous Material Identification and Safety Data. (Deviation 2026-O0038)	2026-02

Hazardous Material Identification and Safety Data (Feb 2026) (Deviation 2026-O0038)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of

licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(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

(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:

_____

(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;

(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.

(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)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

www.acquisition.gov ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement[insert regulation name] (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	B08 Att 00 01 PoM-Per formance W ork Statem ent(PWS)	Performance Work Statement		26 Jun 2026			Attachment	No
0002	B08 Att 00 02- Staffi ng and Lab or Mix PoM June 2026	Supporting Technical Documentation		26 Jun 2026			Attachment	No
0003	B08 Att 00 03 Perform ance Quest ionnaire	Proposal		26 Jun 2026			Attachment	No
0004	B08 Att 00 04 Letter of Consent	Proposal		26 Jun 2026			Attachment	No
0005	B08 Att 00 05 Cost Pr ice Matrix 13JUL2026	Proposal		13 Jul 2026			Attachment	No
0006	B08 Att 00 06 SF1408 Preaward S urvey of P rospective Contracto r Accounti ng System	Proposal		26 Jun 2026			Attachment	No
0007	B08 Att 00 07 Wage De terminatio n 2015-563 3	Wage Determination		05 May 2026			Attachment	No
0008	Not Applic able	Not Applicable		26 Jun 2026			Attachment	No

0009	B08 Att 00 09 Purchas ing Invoic ing Guide (PIG)	Purchasing and Invoicing Guide		26 Jun 2026			Attachment	No
0010	B08 Att 00 10 Blocked File Exte nsions	Blocked File Extensions		26 Jun 2026			Attachment	No
0011	B08 Att 00 11 Contrac t Referenc es Spreads heet	Proposal		26 Jun 2026			Attachment	No
0012	Not Applic able	Not Applicable		26 Jun 2026			Attachment	No
0013	B08 Att 00 13 - Missi on Essenti al EAGLE C ontractor Services f or PoM	Mission Essential Contractor Services MFR		29 Nov 2023			Attachment	No
0014	Not Applic able	Not Applicable		26 Jun 2026			Attachment	No
0015	B08 Att 00 15 Subcont ractor Cos t Informat ion Submis sion	Proposal		26 Jun 2026			Attachment	No
0016	B08 Att 00 16 - TD-02 Workload Data and D ensity Lis t	Supporting Technical Documentation		26 Jun 2026			Attachment	No
0017	B08 Att 00 17- TD-03 Supported Organizati ons	Supporting Technical Documentation		26 Jun 2026			Attachment	No
0018	B08 Att 00 18 - TD-04	Supporting Technical		26 Jun			Attachment	No

	Hours of Operation	Documentation		2026				
0019	B08 Att 00 19 - TD-07 Governmen t Furnishe d Faciliti es	Supporting Technical Documentation		26 Jun 2026			Attachment	No
0020	B08 Att 00 20 - TD-08 PoM Sched uled Gover nment Furn ished Prop erty (SGFP)	Scheduled Government Furnished Property		16 Jun 2026			Attachment	No
0021	B08 Att 00 21 - PWS A nnex A - M aintenance PRS-PoM	Performance Work Statement		26 Jun 2026			Attachment	No
0022	B08 Att 00 22 - PWS A nnex B - S upply PRS-PoM	Performance Work Statement		26 Jun 2026			Attachment	No
0023	B08 Att 00 23 - PWS A nnex C Tra nsportatio n PRS-PoM	Performance Work Statement		26 Jun 2026			Attachment	No
0024	B08 Att 00 24 - PWS A nnex D Env ironmental Requireme nts	Performance Work Statement		26 Jun 2026			Attachment	No
0025	B08 Att 00 25 - PWS A nnex E Def initions, Acronyms, and Abbrev iations	Performance Work Statement		26 Jun 2026			Attachment	No

0026	B08 Att 00 26 - PWS A nnex F Pub lications and Forms	Performance Work Statement		26 Jun 2026			Attachment	No
0027	B08 Att 00 27 - Appen dix A - N on-ASC Cus tomer (DLI FLC)	Performance Work Statement		26 Jun 2026			Attachment	No
0028	B08 Att 00 28 - eCRAF T_Labor Bu ild Workbo ok_23JUN20 26	eCRAFT Supporting Document		23 Jun 2026			Attachment	No
0029	B08 Att 00 29 - eCRAF T Labor Ra te Workboo k_MAY2026	eCRAFT Supporting Document		18 May 2026			Attachment	No
0030	B08 Att 00 30 - Indus try Q&A Te mplate	Proposal		26 Jun 2026			Attachment	No
A	Exhibit A DD Form 14 23 Contrac t Data Req uirements List - LRC Signed 12 June 2026	Exhibit A DD Form 14 23 Contract Data Requirements List - LRC Signed 12 June 2026		12 Jun 2026	0010		Exhibit	No
B	Exhibit B Contract D ata Requir ements Lis t 29 Feb 2 4	Exhibit B Contract Data Requirements List 29 Feb 24		29 Feb 2024	0010		Exhibit	No
C	Exhibit C CD-02 Burn Rate Repo rt Format v13	Exhibit C CD-02 Burn Rate Report Format v13		26 Jun 2026	0010		Exhibit	No

D	Exhibit D ITD-01 Tra nsportatio n Report F ormat	Exhibit D ITD-01 Transportation Report Format		26 Jun 2026	0010		Exhibit	No
E	Exhibit E MMD-01 Mai ntenance R eport Form at	Exhibit E MMD-01 Maintenance Report Format		26 Jun 2026	0010		Exhibit	No
F	Exhibit F PM-01 Cont ractor Emp loyee Info rmation Fo rmat	Exhibit F PM-01 Contractor Employee Information Format		26 Jun 2026	0010		Exhibit	No
G	Exhibit G PM-08 Sche duled Gove rnment Fur nished Pro perty (SGF P) Format	Exhibit G PM-08 Scheduled Government Furnished Property (SGFP) Format		26 Jun 2026	0010		Exhibit	No
H	Exhibit H PM-09 Perf ormance Ma nagement R eview Form at (versio n 3-04-24)	Exhibit H PM-09 Performance Management Review Format (version 3-04-24)		04 Mar 2024	0010		Exhibit	No
J	Exhibit J PM-12 KTR Accident R eporting F ormat	Exhibit J PM-12 KTR Accident Reporting Format		26 Jun 2026	0010		Exhibit	No
K	Exhibit K SS-01 Supp ly and Ser vices Repo rt Format	Exhibit K SS-01 Supply and Services Report Format		26 Jun 2026	0010		Exhibit	No
L	Exhibit L eCRAFT DD Form 1423_ June2026	Exhibit L eCRAFT DD Form 1423_June2026		26 Jun 2026	0010		Exhibit	No

M	Exhibit M EC-01 -DID - eCRAFT_D I-SESS-825 18_April20 26	Exhibit M EC-01 - DID- eCRAFT_DI-SESS-82518_April2026		18 Apr 2026	0010		Exhibit	No

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		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of	2022-08		

	China.	
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

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.

(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 ____[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)

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 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)

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.

(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

(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)

52.215-6	Place of Performance. (Deviation 2026-O0038)	2026-02

Place of Performance (Feb 2026) (Deviation 2026-O0038)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)
Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

____ ____
____ ____

(End of provision)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

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

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

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 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award

Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

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

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

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

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

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

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

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

(End of provision)

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GENERAL INSTRUCTIONS:

L.1.1 These instructions are a guide for preparing a proposal. These instructions describe the type and extent of information required and emphasizes the significant areas to be addressed in the proposal. Review the Performance Work Statement (PWS) contained in this Request for Proposal (RFP) for further insight into the areas that must be addressed within the proposal. Include detailed information sufficient to enable the Government evaluators to conduct a meaningful review and make a determination relative to the Offeror's understanding of the requirements in each of the evaluated areas. It is the Government's intent to award a single combination Cost-Plus Fixed Fee / Firm Fixed Price Requirements contract with some non-fee-bearing cost elements (e.g., Other Direct Costs) which are ancillary to the services provided.

L.1.2 In accordance with (IAW) RFO FAR 52.215-1(f)(4), Instructions to Offerors - Competitive Acquisition, the Government intends to award a contract without negotiations. Offerors are cautioned to examine this RFP in its entirety and to ensure that proposals contain all necessary information, provide all required documentation, and are complete in all respects. The Government is not obligated to make another request for the required information nor does the Government assume the duty to search for data to cure problems it finds in proposals. The Government reserves the right to conduct negotiations in the evaluation process and to permit Offerors to revise proposals, if deemed necessary. During the evaluation process, the Government may request clarifications as needed. Clarifications do not constitute Competitive Negotiations IAW RFO FAR 15.204-2 and an Offeror is not allowed to change its proposal in response to a request for clarification. In accordance with RFO FAR 15.204-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Any Offeror eliminated from further consideration will be notified in writing.

L.1.3 Offerors shall submit proposals that will remain valid for not less than 180 days from the required submission date.

L.1.4 Proposals, modifications, revisions, or withdrawals of proposals received after the date established in this RFP for receipt of proposals will be handled IAW RFO FAR Clause 52.215-1.

L.1.5 An Offeror is defined as the prime BOA Holder submitting a proposal under this RFP.

L.1.6 For the purposes of this Task Order RFP, a Joint Venture (JV) is defined as a team of two or more firms that have entered into a legally binding JV agreement. A firm proposing as a JV will be referred to as the Offeror.

L.1.7 Updates related to this Task Order RFP, to include the RFP, amendments, notices, and other information, will be posted to Contract Opportunities as stated in Section A, Paragraph A.13. Offerors are advised to continuously monitor Contract Opportunities website for new information. Offerors are deemed to have knowledge of all information that is posted to Contract Opportunities.

L.1.8 Notice to Offerors: Use of Artificial Intelligence (AI) tools in Proposal Evaluations

L.1.8.1 Use of AI tools in Support of Evaluations: The Government may employ AI as a tool to assist in the analysis and review of Offeror proposals. AI tools may be used to support tasks such as summarizing proposal content, identifying compliance with request for task order proposal /solicitation requirements, and highlighting areas of potential strength, weakness, or risk.

L.1.8.2 Maintaining Inherently Governmental Functions: Notwithstanding the use of AI tools to support the evaluation process, all final evaluation judgements, including the assignment or assessment of adjectival ratings, best value determinations, and source selection decisions, will be made exclusively by duly appointed Government personnel. The Government retains sole responsibility for all inherently governmental functions and will not delegate decision making authority to any AI tool.

L.1.8.3 Offeror Confidentiality and Data Protection: The AI tools utilized by the Government will be employed in a manner consistent with applicable regulations that govern the protection of proprietary and source selection information. The AI tool will be an output-only system. Any generated report data is not saved. No proposal data will be transmitted to or processed by external, non-Government systems without appropriate safeguards and authorizations in place.

L.2 PROPOSAL PREPARATION:

L.2.1 The proposal must be prepared in a clear and legible manner. In addition, the Offeror shall write the proposal in English and the proposal must be specific and complete as described in these instructions. Offerors shall not specifically prepare samples or descriptive literature for submission with the proposal. Adherence to the prescribed format is required. FAILURE TO PROVIDE PROPOSALS IN COMPLIANCE WITH THE INSTRUCTIONS SPECIFIED AS "STRICT COMPLIANCE REQUIREMENTS" IN SECTION L OF THIS RFP AND IN COMPLIANCE WITH ALL INSTRUCTIONS IN SECTION M.3 OF THIS RFP SHALL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.2.2 All information pertaining to a particular volume shall be confined to that volume. For example, no Cost/Price information shall be included in any volume other than the Cost/Price Proposal volume. The Government is not required to and will not search other volumes for a missing file or missing information.

L.2.3 The proposal must not contain any classified material.

L.2.4 Offeror must be registered in the System for Award Management (SAM) and have a Marketing Partner Identification Number (MPIN) and Commercial and Government Entity (CAGE) Code.

L.2.5 Digital Microsoft (MS) Word files and MS Excel files must be compatible with Microsoft Office 2013.

L.2.5.1 Please Note: The Offeror shall not lock or password protect any file (e.g. *.doc/.docx, *. pps/.pptx, *.xls/.xlsx, *.txt, *.msg).

L.2.6 Adobe PDF (Portable Document Format) Files. Scanned PDF documents must be legible and must be viewable in Adobe Acrobat.

L.2.6.1 Text Searchable Adobe PDFs: File formats that are identified as "Text Searchable Adobe PDF" must be formatted to contain searchable text. All elements of the file must be able to be searched for text. The Government will not accept scanned or image-only PDF files in lieu of this requirement and will not invoke the text recognition feature within Adobe Acrobat.

L.2.7 Compressed files (e.g. *.zip) and Executable files (e.g. *bat, *.exe,*.jar, *.vb, *.wsf) will NOT be accepted. Refer to Attachment 0010 - Blocked File Extensions for a complete list of non-acceptable file types.

L.2.8 For the purposes of proposal preparation and evaluation only, the Offeror shall use 09 February 2027 as the Notice to Proceed (NTP) date. Proposal information shall reflect that NTP date.

L.3 PROPOSAL SUBMITTAL INSTRUCTIONS:

L.3.1 Proposals shall be submitted electronically to alexander.m.wilcox2.civ@army.mil and Michael.d.thune2.civ@army.mil. Due to file size restrictions, proposals may be submitted through Department of Defense (DOD) Secure Access File Exchange (SAFE), https://safe.apps.mil/ . Note that only 25 files can be submitted with one upload. Multiple drop-off codes may be requested, if necessary. Non-CAC users will have to request a drop-off request from the Contract Specialist or Contracting Officer. Please visit the website for more details and instructions for its use. Cloud Services and third party drop boxes are not acceptable for proposal submission.

Emailed proposals shall state the following in the subject line: Proposal for solicitation number (W519TC-26-R-A045) - Add company name.

It is highly recommended that the Offeror request a Return Receipt or other form of acknowledgement to verify that the proposal submission was received prior to the closing of the RFP.

L.3.2 The proposal submittal method used for this solicitation is the electronic response via document upload method.

L.3.3 Offerors should enter a description for every file uploaded. For files over 10 megabytes (MB) the "Large Upload (JAVA)" button must be utilized. The combined file size limit for upload using "Large Upload (JAVA)" is 100MB. If needed, the Offeror can break single files over 100MB into smaller files or use the upload utility multiple times if files exceed the 100MB size limit.

L.3.4 Digital file names must use the required naming convention for each specific proposal document identified below. Filenames must be 40 characters or less and must not contain single quotes, spaces and pound or percent signs. If an Offeror's file name is too long (more than 40 characters), it is permitted to abbreviate the Name of the Company field within the file name.

L.3.5 Proposal revisions are possible and permitted until the solicitation response deadline.

Note: The Offeror must be logged in to the system to be able to submit / revise electronic responses.

L.3.6 Do not assume submission will be instantaneous. File size and number of files to be uploaded will be factors to consider. Offeror/ Subcontractors should allow adequate time for submission completion because the entire proposal (i.e., Offeror's submission and all Subcontractor(s) submissions) must be received by the due date and time for the proposal to be considered.

L.3.7 To avoid rejection of an offer, the Offeror must make every effort to ensure its electronic submission is virus-free. Proposals, or portions thereof, submitted with the presence of a virus or which are otherwise unreadable will be treated as unreadable pursuant to RFO FAR 15.108(c).

L.3.8 Submission Instructions for Subcontractor Cost proposal can be found in L.5.4.2.10.

L.4 PROPOSAL STRUCTURE:

L.4.1 The Offeror must submit a proposal IAW the guidelines below.

L.4.1.1 For all documents, each page shall include the complete Offeror's name, volume number, file name, date, and solicitation number in a header and/or footer.

L.4.1.2 Each Offeror shall submit ONLY one proposal and that proposal shall address all of the requirements of the RFP. To be considered for this requirement, the Offeror must submit a complete response to this RFP using the instructions provided in Section L. STRICT COMPLIANCE REQUIREMENT: IF THE OFFEROR'S PROPOSAL FAILS TO MEET THE TERMS AND CONDITIONS OF THE RFP OR TAKES EXCEPTION TO ANY OF THE TERMS AND CONDITIONS OF THE RFP, THIS WILL RENDER THE OFFEROR'S PROPOSAL UNACCEPTABLE AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.4.1.2(a) Each Offeror shall submit the most current versions of Attachment 0002 - Staffing and Labor Mix, Attachment 0003 - Performance Questionnaire, and Attachment 0005 - Cost Price Matrix required for this RFP. The Government will verify that the Offerors submission contains the most current RFP Attachments 0002, 0003 and 0005 that were posted to Contract Opportunities as stated in Section A, Paragraph A.13.

L.4.1.2(b) STRICT COMPLIANCE REQUIREMENT: FAILURE TO PROVIDE THE MOST CURRENT VERSIONS OF THE RFP ATTACHMENTS 0002, 0003, OR 0005 SHALL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.4.1.3 A proposal is presumed to represent the Offerors best efforts to respond to the RFP. The Offeror must provide adequately detailed information that complies with the solicitation requirements, allows for meaningful review by the Government evaluators, and affirmatively demonstrates the merits of its proposal. The Offeror shall provide sufficient detail to substantiate the validity of all stated assertions and must not merely repeat the RFP requirements, but rather must provide convincing documentary evidence of how contract requirements will be met. Data not submitted with the proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the USG) will not be considered. Clarity and completeness are essential. It is the Offerors obligation to submit an unambiguous proposal that clearly reflects the Offeror's intended technical approach and establishes cost credibility. If the use of new and innovative techniques is intended, the impact on cost must be explained. As another example, if a business policy decision to absorb a portion of the estimated cost was made, that approach must be stated within the proposal (including any associated calculations).

NOTE: Offerors must propose to the requirements of this three-step Task Order RFP. Possessing a BOA does not guarantee that an Offeror will be determined technically acceptable for the purposes of this solicitation. Therefore, Offerors must meet the requirements described in this solicitation to be eligible for award.

L.5 INFORMATION TO BE SUBMITTED:

L.5.1 General Documents: The Offeror shall include the following:

L.5.1.1 One executed signed copy of the RFP coversheet titled "Solicitation, Offer and Award (SF33)."

L.5.1.1(a) Naming Convention: Offeror's_Name_Vol_1_SF33

L.5.1.1(b) File Format: Adobe PDF or MS Word

L.5.1.1(c) Page Limit: None

L.5.1.1(d) STRICT COMPLIANCE REQUIREMENT: FAILURE TO PROVIDE THE SIGNED SF 33 WILL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.5.1.2 EITHER all signed amendment coversheets titled "Amendment of Solicitation/ Modification of Contract" (SF30) or one executed signed copy of the RFP coversheet (SF 33) with block fourteen (14) completed.

L.5.1.2(a) Naming Convention: Offeror's_Name_Vol_1_SF30(Amends)

L.5.1.2(b) File Format: Adobe PDF or MS Word

L.5.1.2(c) Page Limit: None

L.5.1.3 Section I clauses that require Offeror completion.

L.5.1.3(a) Naming Convention: Offeror's_Name_Vol_1_Iclauses

L.5.1.3(b) File Format: Adobe PDF or MS Word

L.5.1.3(c) Page Limit: None

L.5.1.4 Section K clauses that require Offeror certification.

L.5.1.4(a) Naming Convention: Offeror's_Name_Vol_1_Kclauses

L.5.1.4(b) File Format: Adobe PDF or MS Word

L.5.1.4(c) Page Limit: None

L.5.1.5 Offeror Points of Contact (POC): The Government does not intend to conduct negotiations prior to awarding this Task Order. However, any exchanges to include clarifications between the Government and the Offeror will be conducted through e-mail. Therefore, the Offeror is required to provide at least 2 company individuals whose responsibilities will include reading and responding to Evaluation Notices (ENs) through e-mail. For example, the Offeror's Contract Manager, as an agent of the company might be the main agent responsible, but a second agent shall be available in case of the main agent's unavailability. The agents' names, company titles, telephone numbers, facsimile numbers, and e-mail addresses should be provided, and it is the Offeror's responsibility to keep the information updated throughout the competition; submission of updated POC information will not constitute a proposal revision. A Title Page is allowable to provide for the restriction or disclosure and use of data as specified in RFO FAR Clause 52.215-1.

L.5.1.5(a) Naming Convention: Offeror's_Name_Vol_1_POCs

L.5.1.5(b) File Format: Adobe PDF or MS Word

L.5.1.5(c) Page Limit: None

L.5.1.6 Business Systems Information:

L.5.1.6.1 The Contracting Officer will review the Offeror's accounting system status for determining contractor responsibility IAW RFO FAR 16.301-3; a cost-reimbursement type contract may be used only when the contractor's accounting system is adequate for determining costs applicable to the contract. An adequate system is a system that can separately accumulate costs under a Government contract and has the ability to generate the specific cost information required under the anticipated contract. An SF 1408 has been attached to this RFP (Attachment 0006)

which contains the specific procedures that are considered part of an adequate system. Therefore, for an Offeror to receive an award under this RFP, the successful Offeror will be required to demonstrate that the design of its accounting system can accomplish the specific SF 1408 procedures; as a result, the Offeror is required to provide in its proposal:

- Official documentation, from either a successful Defense Contract Audit Agency (DCAA) audit of the Offeror's accounting system; or

- A letter from the Defense Contract Management Agency (DCMA) documenting its approval /adequacy of the Offeror's accounting system; or

- Rationale for why documentation cannot be presented at proposal submission and a proposed date for which required documentation will be available. Absent an adequate accounting system, an apparent awardee cannot be determined responsible under RFO FAR 9.104-5 and will be ineligible for award. Per RFO FAR 9.104-5(d), an apparent awardee who does not furnish the certification or such information as may be requested by the Contracting Officer shall be given an opportunity to remedy the deficiency. Therefore, if an Offeror is unable to provide the certification with its proposal as required, it will be given another opportunity to present the required certification prior to award in the event it is determined to be the apparent awardee.

L.5.1.6.1(a) Naming Convention: Offeror's_Name_Vol_1_AcctSys

L.5.1.6.1.(b) File Format: Adobe PDF or MS Word

L.5.1.6.1(c) Page Limit: None

L.5.1.6.2 The Offeror shall provide its current Government approval status of the following business systems: billing (internal controls), estimating, budget and financial control, purchasing and quality assurance. The Offeror shall provide official Government approval documentation for any systems that have Government approval. The approval status and approval documentation will not be evaluated and is for Government contract administration. If approval of any of these business systems is not available, provide a statement of such and a brief rationale as to why these systems have not been approved.

L.5.1.6.2(a) Naming Convention: Offeror's_Name_Vol_1_BusSys

L.5.1.6.2(b) File Format: Adobe PDF or MS Word

L.5.1.6.2(c) Page Limit: None

L.5.1.7 Attachment 0005-Cost Price Matrix, Tab 2-Teaming Matrix: The Offeror shall provide the full company name, CAGE code, role of participant, functional area(s) to be performed, proposed labor/fee for each participant for the entire period of performance (excluding ODC's and the option to extend), percent of participation, and cost proposal submittal method. The Offeror shall populate every column using the instructed fill-ins on the Attachment 0005, Tab 2 for itself, and proposed Subcontractors.

L.5.1.7 (a) STRICT COMPLIANCE REQUIREMENT: THE AMOUNT IN THE TOTAL OF COLUMN F (TOTAL ESTIMATED DOLLAR VALUE, CELL F12) PROVIDED ON ATTACHMENT 0005, TAB 2 SHALL MATCH THE AMOUNT OF 'SUBTOTAL - PROPOSED LABOR/FEE' FOUND ON ATTACHMENT 0005, TAB 1A, CELL I20'. FAILURE TO MAKE THESE TWO AMOUNTS MATCH SHALL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.5.1.7 (b) Naming Convention: Offeror's_Name_Vol_4_Att0005

L.5.1.7 (c) File Format: MS Excel

L.5.1.7 (d) Page Limit: None

L.5.1.7 (e) STRICT COMPLIANCE REQUIREMENT: IF AN OFFEROR IS PROPOSING SUBCONTRACTORS, FAILURE OF THE OFFEROR TO POPULATE ALL BLUE HIGHLIGHTED CELLS FOR ITSELF AND EACH OF ITS PROPOSED SUBCONTRACTOR(S) ON THE COST PRICE MATRIX (ATTACHMENT 0005, TAB 2-TEAMING MATRIX) WILL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.5.1.7 (f) The strict compliance requirements of L.5.1.7(a) and (e) do not apply to an Offeror performing 100% of the requirement by itself with no subcontractors.

L.5.1.8 Not Applicable.

L.5.1.9 Not Applicable.

L.5.1.10 Mission Essential Contractor Services (MECS)

L.5.1.10.1 The Offeror's MECS proposal shall adhere to the following:

L.5.1.10.1(a) Naming Convention: Offeror's_Name_Vol_1_MECS

L.5.1.10.1(b) File Format: Text Searchable Adobe PDF

L.5.1.10.1(c) Page Limit: 2 pages

L.5.1.10.1(c)(1) Page limit excludes cover page, table of contents, and glossary of abbreviations and acronyms.

L.5.1.10.1(c)(2) Pages larger than 8.5 inches x 11 inches will be counted as two pages.

L.5.1.10.1(c)(3) The font size shall be no less than 10 point font for all documents, to include charts, tables, and diagrams.

L.5.1.10.2 Mission Essential Contractor Services (MECS): The Offeror shall provide its MECS Plan that details its approach as to how it will continue to perform the essential contractor services

listed in Attachment 0013 - Mission Essential Contractor Services by specifically addressing each part of the RFO DFARS Clause 252.237-7024 (b)(2)(i through v).

L.5.1.12 Electronic Cost Reporting & Financial Tracking (eCRAFT)

L.5.1.12.1 Offerors shall complete the eCRAFT_Labor Build Workbook, Section J attachment 0028 of the solicitation. This workbook provides step-by-step instructions of how to propose labor cost, horizontally, for supporting the eCRAFT reporting requirements.

(**Note Only: The eCRAFT_Labor Build Workbook should be utilized. This workbook does NOT incorporate travel, material, or ODCs. THIS IS NOT THE COST VOLUME. The cost volume will support pricing evaluation purposes.)

The eCRAFT_Labor Build Workbook provides a crosswalk of all offeror proposed labor categories to corresponding Government Standard eCRAFT Labor Categories and must be completed by the offeror. Offeror shall propose Standard eCRAFT Labor Categories based on the descriptions listed at: http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Labor-Categories/

For labor categories that provide for various skill levels (I, II, III, IV), the Offeror shall select the skill level that best matches (best fit) the proposed individual and company-specific labor category. For Service Contract Act (SCA) labor categories (if applicable), Offerors may propose an SCA labor category listed in the SCA Directory of Occupations at http://www.dol.gov/whd/govcontracts/sca.htm.

The eCRAFT_Labor Rate Workbook, Section J - attachment 0029, is also required to create the Labor Cost Baseline, for each eCRAFT labor category proposed in support of the eCRAFT platform and its corresponding metrics.

L.5.1.12.1(a) Naming Convention: Offeror's_Name_Vol_1_e2Builds

L.5.1.12.1(b) File Format: MS EXCEL

L.5.1.12.1(c) Page Limit: None

L.5.1.12.1(d) Naming Convention: Offeror's_Name_Vol_1_e2Rates

L.5.1.12.1(e) File Format: MS EXCEL

L.5.1.12.1(f) Page Limit: None

L.5.2 Technical Management Factor:

L.5.2.1 The Offeror shall demonstrate mission capability by detailing its proposed technical approach to meet the requirements specified in the PWS and this RFP by providing its Staffing and Management Plan (SMP).

L.5.2.1.1 Staffing and Management Plan (SMP):

L.5.2.1.1(a) The Offeror's SMP proposal must adhere to the following:

L.5.2.1.1(a)(1) Naming Convention: Offeror's_Name_Vol_2_SMP

L.5.2.1.1(a)(2) File Format: Text Searchable Adobe PDF

L.5.2.1.1(a)(3) Page Limit: 15 Pages

L.5.2.1.1(a)(3)(i) Page limit excludes cover page, table of contents, and glossary of abbreviations and acronyms

L.5.2.1.1(a)(3)(ii) Pages larger than 8.5 inches x 11 inches will be counted as two pages

L.5.2.1.1(a)(3)(iii) The font size must be no less than 10-point font for all documents, to include charts, tables, and diagrams.

L.5.2.1.1(a)(4) STRICT COMPLIANCE REQUIREMENT: FAILURE TO PROVIDE THE STAFFING AND MANAGEMENT PLAN AND IN COMPLIANCE WITH L.5.2.1.1(a)(3) THROUGH L.5.2.1.1(a)(3)(iii) WILL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.5.2.1.1(b) The Offeror's Staffing and Management Plan must detail the Offeror's approach to deliver services required in the RFP and PWS. The Offeror's SMP must detail the overarching methodology used to determine the proposed skill sets / skill level; the SMP must also contain any rationale used to support staffing decisions with any explanations needed to clarify staffing decisions (e.g., cross utilization of specific labor categories, dual hatted positions, etc.), to include a detailed narrative of innovations and efficiencies. Rationale for innovations and efficiencies must be clearly identified, by placing under a separate header, in the SMP and confirmed within the Attachment 0016 - TD-02 Workload Data and Density List. The Government will NOT accept methodologies previously utilized under a different EAGLE Task Order or any other similar service contract, Government or otherwise, as supporting rationale for this requirement. The methodology shall be independent to this RFP only. As the Government will utilize the Service Contract Act (SCA) Directory of Occupations (5th Edition) and Attachment 0016 - TD-02 Workload Data and Density List for technical evaluation purposes, the Offeror shall utilize those sources whenever possible to determine which labor categories/position titles to propose as part of its proposed staffing.

For all positions identified as "Non-Exempt" on the Offeror's Attachment 0002 Staffing/Labor Mix, the Offeror shall provide a labor category/title under the column "Position Title" that is specifically found within the SCA Directory of Occupations (5th Edition). If additional explanation is necessary beyond the definitions provided in the SCA Directory to describe the proposed skillset or capabilities of that labor category based on the Offeror's unique business practices or staffing approach, then the SMP narrative must include an adequate duty description for that position which will enable the Government to evaluate the skill set / skill level that is being proposed (this

requirement is in addition to any supplemental description the offeror can include under the "Duty Title" column on its Attachment 0002- Staffing and Labor Mix).

For positions identified as "Exempt" on Attachment 0002 Staffing and Labor Mix, if an Offeror designates a position as "Exempt" on Attachment 0002 Staffing and Labor Mix and the position title provided does not match an existing SCA labor category, the Offeror must include a detailed description of the duties for that position in the SMP narrative. This will allow the Government to evaluate the proposed skill set / skill level. (this requirement is in addition to any supplemental description the offeror can include under the Duty Title column on its Attachment 0002 Staffing and Labor Mix).

The SMP MUST BE SUPPORTED BY THE OFFEROR'S ATTACHMENT 0002 STAFFING /LABOR MIX and, at a minimum, must address the following elements:

L.5.2.1.1(b)(1) Staffing and organization of the required effort by providing its approach to creating its management structure from general staff oversight by first line supervisors through its company headquarters management. This approach must detail the management and supervision structure related to executing this effort.

L.5.2.1.1(b)(1)(i) The on-site FFP PMO positions are determined to be material to the effort and must remain staffed throughout the duration of the contract. The required labor categories are identified as "firm fixed price". Offeror must propose PMO staffing, if required by the Offeror's business processes to fully support the effort solicited within this RFP. Additional positions proposed within the firm fixed-price portion of the effort must be identified as "firm fixed-price" in Attachment 0002, Staffing and Labor Mix.

L.5.2.1.1(b)(1)(ii) The Offeror's SMP must include a description of its capability to successfully implement surge support for the additional workload required under contingency operations in accordance with PWS 1.4.3.1. The Offeror shall provide a plan detailing how it will successfully meet the surge requirement and achieve full operational capability (FOC) not later than 21 days following the NTP on the surge requirement from the PCO. The Offeror's detailed description must include an immediate response to the NTP, its staffing increase plan, and the hiring practices proposed. Consideration should be given to the temporary nature and limited duration of the work, and the effect on recruitment and retention.

L.5.2.1.1(b)(2) The Offeror must provide an Organizational Diagram to depict a comprehensive organizational overview that identifies the following:

L.5.2.1.1(b)(2)(i) Identification of the tasks to be performed by the Offeror and all proposed subcontractor(s) (if applicable) as identified on the Offeror's Teaming Matrix (Attachment 0005, Tab 2-Teaming Matrix).

L.5.2.1.1(b)(2)(ii) Identification of the command-and-control relationship among the Offeror, all proposed subcontractor(s) as identified on the Offeror's Cost Price Matrix (Attachment 0005, Tab 2-Teaming Matrix). The command-and-control relationship must include identification of leadership positions (i.e., team leads, foremen, supervisors, deputies, managers, etc.) responsible for

performing successful oversight of each of the primary task areas identified in Section C-5 of the PWS.

Note: FTE Counts are not required on the Organizational Diagram. Proposed FTEs counts will only be evaluated on the Attachment 0002, Staffing and Labor Mix and will not be evaluated as part of the Organizational Diagram.

L.5.2.1.1(b)(2)(iii) The Offeror must clearly identify its onsite independent quality control approach to include an independent quality control representative identified within both the staffing approach and PM-01 Contractor Employee Information Format with direct coordination to the responsible corporate quality office. To be considered "independent" the quality control representative shall not be a cross utilized position with any other position or "dual hatted" and shall only report to the corporate level.

L.5.2.1.1(c) Staffing and Labor Mix (Attachment 0002 - Staffing and Labor Mix): The Offeror must provide its proposed labor categories (skill sets / skill level, number of employees) in relation to the PWS requirements and Attachment 0016 TD-02 Workload Data and Density List for both the base period and option periods (fully operational capable 12-month periods (365-day periods)).The Offeror's proposal must present a staffing approach which demonstrates a thorough understanding of the effort and provides the expected skill sets / skill level of each position, to include level of responsibility to successfully perform the specific workload requirements identified in Attachment 0016 TD-02 Workload Data and Density List and meet all the PWS requirements.

OFFERORS SHALL NOT INCLUDE STAFFING FROM MOBILIZATION SUPPORT SERVICES.

NOTE: For Technical evaluation purposes only, the Government will utilize the Service Contract Act (SCA) Directory of Occupations (5th Edition) labor category definitions to determine if the proposed labor category has the skill set / skill level necessary to perform the required task(s) as identified in L.5.2.1.1(b).

NOTE: It is further noted that the inclusion of only some of the PWS paragraphs in Attachment 0016 (TD-02 Workload Data and Density List) is for Technical evaluation purposes only. During contract execution, compliance with all PWS requirements is expected and required.

L.5.2.1.1(c)(1) Offeror's proposal shall adhere to the following:

L.5.2.1.1(c)(2) Naming Convention: Offeror's_Name_Vol_2_Att0002

L.5.2.1.1(c)(3) File Format: MS Excel

L.5.2.1.1(c)(3)(i) The Offeror shall not add or remove any tabs (other than the example tab) to the Attachment 0002 Staffing and Labor Mix.

L.5.2.1.1(c)(4) STRICT COMPLIANCE REQUIREMENT: FAILURE TO PROVIDE THE STAFFING/ LABOR MIX ATTACHMENT 0002 IN THE GOVERNMENT PROVIDED FORMAT, IN COMPLIANCE WITH L.5.2.1.1(c)(3) AND L.5.2.1.1(c)(3)(i), AND TO PROVIDE THE FOLLOWING REQUIRED INFORMATION, SHALL RENDER THE OFFEROR'S PROPOSAL NON-

COMPLIANT, AND THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD: PROPOSED HOURS PER FTE FOR BOTH THE BASE PERIOD AND OPTION PERIODS 1-4; FLC1/FLC2; IDENTIFICATION OF SCA/EXEMPT; SCA CODE; OFFEROR POSITION TITLE; AND IDENTIFICATION OF FUNCTIONAL AREA.

L.5.2.1.1(c)(5) Definitions relating to Staffing/Labor Mix:

L.5.2.1.1(c)(5)(i) Full Time Equivalents (FTEs): Compensable hours are determined by the Offeror and are the work hours available to perform a function in one year less holiday and vacation hours. An employee who works all available compensable hours is one FTE. If an employee works less than the total compensable hours for one year, that is considered a fractional FTE. Fractional FTEs are determined by dividing the hours scheduled for that employee by the total available compensable hours.

L.5.2.1.1(c)(5)(ii) Functional Labor Category 1 (FLC1): Contract or Task Order level positions that are specifically identified to directly accomplish the tasks/functions of the workload provided in Attachment 0016 - TD-02, Workload Data and Density List (e.g., mechanic / shop supply clerk in support of the maintenance effort). Note: Leads may be proposed as solely FLC1, if applicable.

L.5.2.1.1(c)(5)(iii) Functional Labor Category 2 (FLC2): Contract or Task Order level positions required for the completion of RFP requirements, but do not directly perform the tasks / functions of the workload provided in Attachment 0016 - TD-02, Workload Data and Density List. FLC2 positions may be required by the RFP, regulation, or the Offeror's business practices, but are not directly supporting the workload (e.g., project manager, supervisory functions, and administrative assistant). Additionally, all managers must be proposed as solely FLC2; supervisors may be split as FLC1 and FLC2, with the FLC2 portion proposed commensurate with the level of supervisory duties assigned.

NOTE: FLC2 positions also include the Program Management Office (PMO) positions.

L.5.2.1.1(c)(6) The purpose of Staffing/Labor Mix - Attachment 0002 is to provide the Government with a complete picture of each Offeror's staffing and total proposed labor hours for each CLIN and PWS paragraph requirement for this effort. For proposal purposes staffing must be constant for all periods of performance. The Government intends to use the MS Excel program to analyze the data provided.

The following instructions pertain to the Staffing and Labor Mix - Attachment 0002:

L.5.2.1.1(c)(6)(i) The Offeror must identify all of its proposed staffing required to support all PWS requirements, specifically those that are both identified at Section 5 of the PWS and Attachment 0016 - TD-02 Workload Data and Density List in terms of FTEs and FLC1 or FLC2 on the Staffing /Labor Mix - Attachment 0002. See example tab in Attachment 0002.

L.5.2.1.1(c)(6)(ii) The Offeror must insert FLC1 or FLC2 for all proposed labor categories. Please note: The hours associated with FLC2 positions (including managers proposed as FLC1 and supervisors proposed solely as FLC1), in whole or part, will not count toward the total FLC1 hours

specified in L.5.2.1.1(c)(6)(v), and positions incorrectly identified as FLC1 will not count toward the total FLC1 hours specified in L.5.2.1.1(c)(6)(v).

L.5.2.1.1(c)(6)(iii) The Offeror must clearly identify all FTEs that are cross utilized FTEs, or, in other words, when a portion of an FTE (i.e., supervisor) is applicable to an FLC1 labor category and a portion of the same FTE is also applicable to an FLC2 labor category. These positions must be listed on the Attachment 0002 - Staffing and Labor Mix in all applicable locations (e.g., part time worker (.20 FLC1) and part time supervisor (.80 FLC2)) with the appropriate percentage of hours applicable to each labor category expressed as a decimal (not to exceed two decimal places to the right of the whole number). Additionally, supervisors must, by definition, have a portion of their proposed time proposed as FLC2.

L.5.2.1.1(c)(6)(iv) The Offeror must provide its proposed annual labor hours by employee type in the Hours Per Year column (in both the Base Period and Option Periods 1-4) for Exempt or SCA positions.

L.5.2.1.1(c)(6)(v) Proposed FLC1 FTEs, when multiplied by the associated annual hours per year by employee type proposed for the option periods, shall be equal to or greater than the estimated hours of each functional area as provided in Attachment 0016 - TD-02 Workload Data and Density List.The proposed FLC2 FTEs (i.e., FLC2 portion of proposed supervisors, if applicable) are not to be included in the total Proposed FLC1 Hours by Functional Area.If the specified hours are not met due to an Offeror choosing to utilize innovative and efficient methodologies (e.g., cross utilization of specific labor categories, dual hatted positions, etc.) the methodology must be clearly identified within the SMP to include but not limited to how the lack of service hours will be accounted for to ensure the service(s) is fully mission capable. Simply stating that cross utilization of specific labor categories or dual hatted positions will be utilized is not considered an acceptable method.

L.5.2.1.1(c)(6)(vi) The Offeror must insert the proposed labor category/position title, and it must match the labor category description found in either the SCA or the SMP (if the position is an Exempt position, such as a manager or supervisor).

The Offeror must insert either "SCA" or "Exempt" in the column titled "SCA/Exempt." If "SCA" is identified, the Offeror must also provide the corresponding SCA labor code in the Column indicated as "SCA Code." An SCA labor code shall only be provided if the position has been identified as a SCA position. In the event the labor code and the "Position Title" do not match, the SCA labor code will take precedence over the "Position Title" provided, and the description applicable to the given SCA Labor Code will be used to determine and evaluate the skill set / skill level being proposed. Additionally, the Offeror may provide the "Duty Title" to better identify the functional nature of the position.

L.5.2.1.1(c)(6)(vii) Reserved

L.5.2.1.1(c)(6)(viii) Reserved

L.5.2.1.1(c)(6)(ix) The Offeror must insert the number of FTEs (or less than full time equivalents expressed as FTEs) within the applicable FTE Count column. The Offeror's staffing must be

rounded to the nearest hundredth decimal (i.e., two decimal places to the right of the whole number). Formatting the cells to display only two decimal places is not considered rounding; the values entered in each cell should only contain two decimal places. FTEs entered by the Offeror with greater than two decimal places will be rounded by the Government to the nearest hundredth decimal (two decimal places to the right of the whole number) using the Microsoft Excel formula "=ROUND (number,num_digits)" IAW generally accepted rounding methods, i.e. numbers 5 through 9 are rounded up to the next whole number; numbers 1 through 4 are rounded down to the next whole number.

L.5.2.1.1(c)(6)(x) The Offeror must complete the section of the Attachment 0002 - Staffing/Labor Mix marked "Option Period Total Proposed FLC1 Hours by Functional Area" by correctly calculating its total proposed FLC1 hours for Maintenance, Supply and Transportation. Calculations must correctly multiply total proposed FLC1 FTEs by the Offeror provided Hours per Year applicable to the specific employee type. The calculated total proposed FLC1 hours must: either be equal to or greater than the estimated hours as provided in Attachment 0016 - TD-02 Workload Data and Density List, or; a narrative of the specific innovation or efficiency used to reduce the estimated hours must be provided. If the specified hours are not met due to an Offeror choosing to utilize innovative and efficient methodologies (e.g., cross utilization of specific labor categories, dual hatted positions, etc.) the methodology must be clearly identified within the SMP to include but not limited to how the lack of service hours will be accounted for to ensure the service(s) is fully mission capable. Simply stating that cross utilization of specific labor categories or dual hatted positions will be utilized is not considered an acceptable method.

L.5.3 Past Performance Factor:

L.5.3.1 The Government will consider the recent past performance references that were provided with the Offeror's Task Order proposal in response to this RFP as well as references obtained from sources other than those identified by the Offeror.

L.5.3.1.1 Definitions:

L.5.3.1.1(a) Offeror, as used in this factor, is a BOA Holder Prime Contractor submitting a proposal for this Task Order RFP.

L.5.3.1.1(b) Joint Venture (JV) Partner, as used in this factor, is one or more entities comprising the JV BOA Holder Offeror.

L.5.3.1.1(c) Subcontractor(s), as used in the Past Performance factor, means those who are expected to perform 20% or more of the Offeror's total estimated dollar value as found in column F of the Offeror's Cost Price Matrix (Attachment 0005, Tab 2-Teaming Matrix). The Government will verify the tasks each proposed subcontractor is expected to perform via the Offeror's Cost Price Matrix - Attachment 0005, Tab 2-Teaming Matrix, Column J.

L.5.3.1.1(d) Predecessor, as used in this factor, means an entity that is replaced by a successor and includes any predecessors of the predecessor.

L.5.3.1.1(e) Successor, as used in this factor, means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State Law and specific circumstances.

L.5.3.1.2 The Offeror shall provide a Letter of Consent for each Subcontractor and JV Partner, using the Letter of Consent template provided in Attachment 0004 - Letter of Consent. This letter allows the release of the Subcontractors' and JV Partners' present and past performance information to the Offeror. Failure to include written consent from each Subcontractor and JV Partner will result in the Government's inability to contact the Offeror to communicate the findings from its Subcontractor(s) and JV Partner(s) references. A Letter of Consent from another Task Order is not relevant to this Task Order RFP. A new Letter of Consent is required and shall adhere to the following:

L.5.3.1.2(a) Naming Convention: Offeror's_Name_Vol_3_Att0004

L.5.3.1.2(b) File Format: MS Word or Adobe PDF

L.5.3.1.2(c) Page Limit: None

L.5.3.1.2(d) STRICT COMPLIANCE REQUIREMENT: FAILURE TO PROVIDE A COMPLETED LETTER OF CONSENT FOR EACH SUBCONTRACTOR AND JV PARTNER WILL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.5.3.1.3 The Offeror is afforded the opportunity to provide past performance contract references for itself, Joint Venture Partner(s) and for each proposed subcontractor but is not required to do so.

L.5.3.1.4 If the Offeror chooses to submit any contract references for itself, JV Partner(s) and/or proposed subcontractors, the Offeror must do so by submitting an individual Attachment 0011 - Contract References Spreadsheet for each entity. Each individual Attachment 0011 must be completed in the following format with the following information:

L.5.3.1.4(a) Attachment 0011 Format:

L.5.3.1.4(a)(1) Naming Convention: Offeror's_Name_Vol_3_Att0011; or, Naming Convention for Subcontractors: Offeror's_Name_Sub's_Name_Vol_3_Att0011

L.5.3.1.4(a)(2) File Format: MS Excel

L.5.3.1.4(a)(3) Page Limit: None

L.5.3.1.4(b) Attachment 0011 Information:

L.5.3.1.4(b)(1) Line 1: The BOA Holder Offeror Name.

L.5.3.1.4(b)(2) Line 2: The BOA Holder Offeror's CAGE Code, as identified in SAM. The CAGE Code consists of five alphanumeric digits and does not begin with the letter O.

L.5.3.1.4(b)(3) Line 3: If applicable, the Subcontractor Name.

L.5.3.1.4(b)(4) Line 4: If applicable, the Subcontractor's CAGE Code, as identified in SAM. The CAGE Code consists of five alphanumeric digits and does not begin with the letter O.

L.5.3.1.4(b)(5) Line 5: The specific Task Order Solicitation number.

L.5.3.1.4(b)(6) Line 6: The proposal submission date. Date shall include the month, day, and year.

L.5.3.1.4(b)(7) Column B: Shall provide recent contract numbers which demonstrate relevant past performance to this Task Order proposal submission. All contract references provided must have been performed under Government (Federal, State, and Local) and/or commercial contracts (subcontracts). Please note that references provided on classified contracts cannot be verified and will not be evaluated. The contract reference number shall fall under one of the three categories below:

L.5.3.1.4(b)(7)(i) For services performed as a Prime contract on a Government contract, provide its recent Government contract number (and one corresponding Task Order number, if applicable, that best illustrates individual mission requirement) which demonstrated relevant past performance to this Task Order proposal submission; OR,

L.5.3.1.4(b)(7)(ii) For services performed as a Prime contractor on a private sector contract, provide its recent private sector contract number which demonstrated relevant past performance to this Task Order proposal submission; OR,

L.5.3.1.4(b)(7)(iii) For services as a subcontractor on a Government contract, provide its recent subcontract number which demonstrated relevant past performance to this Task Order proposal submission (DO NOT provide the Prime Government contract number). Note: The contract number given for a subcontract contract reference is the private section commercial contract number held between the subcontractor and the Prime, not the contract number between the Government and the Prime.

L.5.3.1.4(b)(8) Column C: Shall enter one name (as identified in SAM) for the contractor who performed the requirements of the contract number listed in Column B.

Predecessor company references may be provided in Column C. However, the Government reserves the right to determine whether the past performance of the predecessor company is relevant past performance for the contractor based on the justification in Column H as to why the contractor can claim the past performance.

L.5.3.1.4(b)(9) Column D: Shall enter one corresponding CAGE Code (as identified in SAM) for the contractor who performed the requirements of the contract number listed in Column B.

L.5.3.1.4(b)(10) Column E: Shall select from the dropdown box if the contractor listed in Column C performed the work as a Prime or Subcontractor for the contract number listed in Column B.

L.5.3.1.4(b)(11) Column F: Shall select from the dropdown box if the work performed by the contractor listed in Column C is a Joint Venture company to the contractor submitting this document. Select YES if the work was performed by a Joint Venture company or NO if the work was not performed by a Joint Venture company. Note: If work was performed by a Joint Venture company, the contractor submitting the document shall provide the justification in Column H as to why it can claim the experience of the Joint Venture Company.

L.5.3.1.4(b)(12) Column G: Shall select from the dropdown box if the work performed by the contractor listed in Column C is a predecessor company to the contractor submitting the document. Select YES if the work was performed by a predecessor company or NO if the work was not performed by a predecessor company. Note: If work was performed by a predecessor company the contractor submitting the document shall provide the justification in Column H as to why it can claim the past performance of the predecessor company.

L.5.3.1.4(b)(13) Column H: If the contract number in Column B is for a Joint Venture or predecessor company of the contractor submitting the document, it shall:

L.5.3.1.4(b)(13)(i) Provide the name of the contractor who is claiming the past performance in Column B.

L.5.3.1.4(b)(13)(ii) Provide a description of the relationship between the Joint Venture or predecessor company listed in Column C to the contractor that is claiming the past performance in Column B.

L.5.3.1.4(b)(13)(iii) Provide a justification as to why the contractor can claim the past performance of work in Column B by explaining how the contractor will draw upon the past performance from the Joint Venture or predecessor company, and shall demonstrate that the resources (e.g. workforce, management, facilities, or other resources) of the Joint Venture or predecessor company will be transferred to the contractor or provided or relied upon for contract performance, such that the Joint Venture or predecessor company will have meaningful involvement in contract performance.

Note: If the past performance provided in Column B was not performed by a Joint Venture or predecessor company (i.e., NO was selected in Column F and G), a justification will not be required in Column H and the associated cell will automatically format black.

L.5.3.1.4(b)(14) Column I: Shall enter the contract Period of Performance start date for the contract number listed in Column B. Required format is MM/DD/YYYY. If Column D states Subcontract, only provide the Period of Performance start date for the work performed specifically by the contractor listed in Column C.

L.5.3.1.4(b)(15) Column J: Shall enter the contract Period of Performance end date for the contract number listed in Column B. Ongoing contracts must use contract completion date

(assuming all option periods are exercised). Required format is MM/DD/YYYY, "To Present" is not acceptable. If Column D states Subcontractor, only provide the Period of Performance end date for the work performed specifically by the contractor listed in Column C.

L.5.3.1.4(b)(16) Column K: Shall enter the Physical Place(s) of Performance for the contract number listed in Column B.

L.5.3.1.4(b)(17) Column L: Enter the Total Contract Value for the contract number listed in Column B. If option periods are available, assume all option periods will be exercised; include in the Total Contract Value.

L.5.3.1.4(b)(18) Column M: The total number of Months will be populated based on the information provided in Columns I (Start Date) and J (End Date).

L.5.3.1.4(b)(19) Column N: The Average Annual Dollar Value (AADV) will be populated based on the information provided in Columns L (Total Contract Value) and M (Number of Months).

L.5.3.1.4(b)(19)(i) AADV is the Total Contract Value (Column L) divided by the number of Months of performance, if all options are exercised (Column M) multiplied by 12.

L.5.3.1.4(b)(19)(ii) If the period of performance is less than 12 months, the AADV will equal the Total Contract Value (Column L).

L.5.3.1.4(b)(19)(iii) Example:

AADV Sample 1:

Contract Start Date: 05-Jun-21 Contract End Date: 20-Feb-24

Total Contract Value: $2,485,003.00

Months of Performance: 32

AADV: ($2,485,003.00 / 32) * 12 = $931,876.13

AADV Sample 2:

Contract Start Date: 01-Aug-22 Contract End Date: 01-Oct-22

Total Contract Value: $640,000.00

Months of Performance: 2 (Note: Less than 12)

AADV: $640,000.00 because the Months of Performance < 12

L.5.3.1.4(b)(20) Columns O and P: In each column, provide the name and contact information of a current Customer POC, to include valid title, complete phone number and current e-mail address, which can verify the information provided for the contract number listed in Column B. The POC(s) provided should have direct knowledge of the work performed.

L.5.3.1.4(b)(20)(i) For a Government contract as a Prime, the POC(s) shall be a Government Contracting representative.

L.5.3.1.4(b)(20)(ii) For a private commercial contract as a Prime, the POC(s) shall be a representative of the entity with whom the private commercial contract terms were entered into.

L.5.3.1.4(b)(20)(iii) For a Government contract as a subcontractor, the POC(s) shall be a representative of the Prime contractor with whom the subcontract terms were entered into. The POC CANNOT be a Government Representative.

L.5.3.1.4(b)(21) Columns Q, R, and S: Shall list the work performed by the contractor to the corresponding functional area's performance tasks of this Task Order. These performance tasks can be found in Attachment 0001 on pages 1-53, excluding the paragraphs marked as "RESERVED."

EXAMPLE of list: Column Q

- Allied Trades

- Technical Inspections

- Production Control

L.5.3.1.4(b)(21)(i) If a list is annotated in reference to any corresponding functional area (Columns Q, R and/or S), the Offeror must submit either a PWS, Statement of Work (SOW), or Statement of Objectives (SOO) that was utilized for performance against the contract number provided in Column B of the Attachment 0011 - Contract References Spreadsheet IAW L.5.3.1.4(b)(21)(ii)-(iv). The provided PWS, SOW, or SOO must include highlighted annotations of the actual work performed for each applicable function area's performance tasks that are listed in the Attachment 0011 - Contract References Spreadsheet (i.e., Columns Q, R and/or S) to support scope relevancy of the work to be performed for this Task Order solicitation's requirements. The Offeror's proposal shall adhere to the following:

L.5.3.1.4(b)(21)(ii) Naming Convention of Offeror:
Offeror_Name_Vol_3_SR_ContractReference#; or, Naming Convention of Subcontractors:
Offeror_Name_Sub_Name_Vol_3_SR_ContractReference#

L.5.3.1.4(b)(21)(iii) File Format: MS Word or Adobe PDF

L.5.3.1.4(b)(21)(iv) Page Limit: None

L.5.3.1.4(b)(21)(v) Document Format: Provide each PWS/SOW/SOO in a separate document with appropriate headings that identifies the contract number provided in Column B of the Attachment 0011 - Contract References Spreadsheet.

L.5.3.1.4(b)(21)(vi) If the work was NOT performed in reference to the corresponding functional area (Columns Q, R and/or S), then annotate with "NO".

L.5.3.1.5 The Government reserves the right to determine whether the past performance provided is relevant.

L.5.3.2 The Government is under no obligation to search for additional information to identify contracts/performance references.

L.5.3.3 Additional narratives are not required in this factor and will not be evaluated if provided.

L.5.3.4 Recency and relevancy definitions can be found in M.5.2.7 and M.5.2.8, respectively.

L.5.3.5 The Offeror shall complete Attachment 0003 - Performance Questionnaire. A separate questionnaire shall be provided for the Offeror and each proposed JV Partner and Subcontractor.

L.5.3.5(a) If the Offeror, and/or its proposed JV Partner(s) and Subcontractor(s) have experienced any performance problems as described in L.5.3.5.1 through L.5.3.5.4, it shall mark "Yes" for the applicable paragraph(s) on Attachment 0003 - Performance Questionnaire.

L.5.3.5(b) If the Offeror, and/or its proposed JV Partner(s) and Subcontractor(s) have not experienced any performance problems as described in L.5.3.5.1 through L.5.3.5.4, it still shall mark "No" for the applicable paragraph(s) on Attachment 0003 - Performance Questionnaire.

L.5.3.5(c) The Offeror's proposal shall adhere to the following:

L.5.3.5(c)(1) Naming Convention: Offeror's_Name_Vol_3_Att0003

L.5.3.5(c)(2) File Format: MS Word or Adobe PDF

L.5.3.5(c)(3) Page Limit: None

L.5.3.5(c)(4) STRICT COMPLIANCE REQUIREMENT: FAILURE TO PROVIDE A COMPLETED ATTACHMENT 0003 - PERFORMANCE QUESTIONNAIRE FOR THE OFFEROR AND EACH OF ITS PROPOSED JV PARTNERS(S) AND SUBCONTRACTOR(S) SHALL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.5.3.5.1 The Offeror shall identify all recent contracts where it or its proposed JV Partners or Subcontractors experienced any performance problems that occurred within three years prior to the closing date of this RFP. For each contract identified, the Offeror shall provide copies of all Level III Corrective Action Reports (CARs), Cure Notices, or Show Cause letters received

regardless of whether or not the contract was provided as a contract reference in the Offeror's Task Order proposals to date. In addition, the Offeror shall include the contract number, a brief description of the issue, the corrective actions taken to avoid recurrence of the problem, the extent to which the corrective action has been successful, a mitigation plan of how to prevent similar future issues, and Customer points of contact who can confirm the success of the corrective measures.

L.5.3.5.2 The Offeror shall disclose all recent contracts that were terminated for default or terminated for cause, in whole or in part for it or its proposed JV Partner(s) and Subcontractor(s). The Offeror shall provide the contract number, type of termination, reason for the termination, and a Customer point of contact who can verify the information provided. Information to be disclosed shall be within three years prior to the closing date of this RFP.

L.5.3.5.3 The Offeror shall include the contracts identified in Attachment 0003, including continuation pages of Attachment 0003, in Attachment 0011.

L.5.3.5.4 OFFERORS ARE HEREBY PUT ON NOTICE THAT THIS IS THE SINGLE OPPORTUNITY TO ADDRESS ANY ADVERSE PAST PERFORMANCE SUBMITTED WITHIN THIS QUESTIONNAIRE BY THE OFFEROR IN RESPONSE TO THIS RFP. THE GOVERNMENT WILL NOT GIVE THE OFFEROR AN OPPORTUNITY TO ADDRESS ADVERSE PAST PERFORMANCE INFORMATION CONTAINED IN THIS QUESTIONNAIRE DURING EVALUATIONS.

L.5.4 Cost/Price Factor

L.5.4.1 Cost/Price General Instructions.

L.5.4.1.1 The Government intends to award a combination type contract utilizing Firm Fixed Price (FFP), CPFF, and Cost Reimbursable (CR) (Non-Fee Bearing) CLINs. The CLIN structure can be found at Attachment 0005 - Cost Price Matrix. Specific Instructions regarding the information required for each CLIN type can be found within the instructions below.

L.5.4.1.2 The cost/price proposed shall be based on the workload data and PWS requirements. Offerors are advised that the workload contained in the solicitation is based on a best estimate of the Government's current requirements. Offerors are cautioned to base proposal submissions strictly on the workload contained in the solicitation. However, as the workload provided is only the Government's best estimate for evaluation purpose, it is acknowledged that there may be fluctuations in the Government's requirements during the evaluation period which may lead to increases or decreases in the actual workload after award.

L.5.4.1.3 A proposal is presumed to represent the Offeror's best efforts in response to this RFP. If a business policy decision was made to absorb a portion of the estimated costs, that approach shall be stated within the Cost/Price proposal (including any associated calculations). The burden of persuasion as to the cost credibility rests with the Offeror.

L.5.4.1.4 Proposal Errors/Omissions. The Government is not under any obligation to correct proposal errors/omissions. Those proposals with errors/omissions, where the Government is unable to ascertain the Offeror's intent without negotiations shall be removed from further consideration.

L.5.4.1.5 All costs and expenditure profiles shall be stated in U.S. dollars.

L.5.4.1.6 The cost/price proposed must be consistent with the Offeror's Technical Proposal.

L.5.4.2 Cost/Price Proposal Specific Instructions.

L.5.4.2.1 The Offeror shall submit a table of contents outlining all the documents (by document file name) comprising the Offeror's Cost/Price Volume. If a Subcontractor is submitting a Cost /Price proposal directly to the Government, then that Subcontractor shall also submit a table of contents outlining all the documents (by document file name) comprising the Subcontractor's Cost /Price Volume. Offerors (and Subcontractor(s)) shall adhere to the following table of contents format:

L.5.4.2.1(a) Naming Convention of Offeror: Offeror's_Name_Vol_4_TOC; or, Naming Convention of Subcontractors: Offeror's_Name_Sub_Name_Vol_4_TOC

L.5.4.2.1(b) File Format: MS Word or Adobe PDF

L.5.4.2.1(c) Page Limit: None

L.5.4.2.2 MS Excel documents provided in response to the Cost/Price Factor may contain macros. A macro is a series of commands and instructions that are grouped together as a signal command to accomplish a task automatically.

L.5.4.2.2(a) If the Offeror's proposal contains macros, the Offeror shall submit a narrative that explains instructions for operating the macros. If a Subcontractor is submitting a Cost/Price proposal directly to the Government that contains macros, then that Subcontractor shall also submit a narrative that explains instructions for operating the macro.

L.5.4.2.2(b) The Offeror's proposal and its Subcontractor proposal(s) shall adhere to the following:

L.5.4.2.2(b)(1) Naming Convention of Offeror: Offeror's_Name_Vol_4_ MacroInst; or, Naming Convention of Subcontractors: Offeror's_Name_Sub_Name_Vol_4_MacroInst,

L.5.4.2.2(b)(2) File Format: MS Word or Adobe PDF

L.5.4.2.2(b)(3) Page Limit: None

L.5.4.2.3 The Offeror shall provide an overall Cost/Price Matrix which summarizes the transition period, base period, all option periods, and overall proposed price for the contract. The Offeror shall complete Attachment 0005 - Cost Price Matrix, Allocation Tab 1b for the base year and

option years by populating the highlighted blue cells. All un-highlighted cells are formula driven which includes all of Tab 1a Cost Price Abstract and shall auto calculate from the Offeror entered amounts in Allocation Tab 1b. For areas that the Offeror intends to propose no cost, Offerors shall populate those cells with a zero (0). Offerors shall not unlock/unprotect the Attachment 0005 - Cost Price Matrix. Offerors shall adhere to the following:

L.5.4.2.3.1 Offerors shall complete the Allocation Tab 1b as part of its Attachment 0005 - Cost Price Matrix submission. This worksheet shall allocate the Offerors total proposal dollars to the appropriate Tasks.

NOTE: Offerors are NOT to price the surge requirements capability portion, as the surge requirement capability portion will not be evaluated for cost/price.

L.5.4.2.3.1(a) Naming Convention: Offeror's_Name_Vol_4_Att0005

L.5.4.2.3.1(b) File Format: MS Excel, locked and protected as provided with the RFP with no modifications to the lock/protection feature.

L.5.4.2.3.1(c) Page Limit: None

L.5.4.2.3.1(d) STRICT COMPLIANCE REQUIREMENT: FAILURE TO PROVIDE A FULLY POPULATED ATTACHMENT 0005 - COST PRICE MATRIX TO INCLUDE ALL HIGHLIGHTED BLUE CELLS ON TAB 1B THE COST PRICE MATRIX ALLOCATION TAB OR ONE NOT OTHERWISE IN COMPLIANCE WITH L.5.4.2.3.1(b), SHALL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.5.4.2.4 The Offeror shall provide all cost/pricing assumptions and associated rationale in a narrative format. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide all of its cost/pricing assumptions and associated rationale in a narrative format. Offerors (and Subcontractor(s)) shall adhere to the following:

L.5.4.2.4(a) Naming Convention of Offeror: Offeror's_Name_Vol_4_Assumptions; or, Naming Convention of Subcontractors: Offeror's_Name_Sub_Name_Vol_4_Assumptions

L.5.4.2.4(b) File Format: MS Word or Adobe PDF

L.5.4.2.4(c) Page Limit: none

L.5.4.2.4(d) STRICT COMPLIANCE REQUIREMENT: FAILURE OF THE OFFEROR OR ITS PROPOSED SUBCONTRACTORS TO PROVIDE THE ASSUMPTIONS AND RATIONALE AND IN COMPLIANCE WITH L.5.4.2.4(b) SHALL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.5.4.2.5 The Offeror shall provide local DCAA and DCMA information including: POC name, phone number, email address, and physical office address in a narrative format.

L.5.4.2.5(a) Naming Convention: Offeror's_Name_Vol_4_DCAA_DCMA

L.5.4.2.5(b) File Format: MS Word or Adobe PDF

L.5.4.2.5(c) Page Limit: None

L.5.4.2.6 The CLINs for ODCs are Government provided surrogate numbers, which are inclusive for any Offeror's applicable indirect rate adders. Therefore, the Offeror shall not apply indirect rate adders within its cost/price proposal. ODCs are defined in Attachment 0001 - PWS.

L.5.4.2.7 The Offeror's firm-fixed-price Transition-in proposal shall include all cost/price elements for performance from notice to proceed until full operational capability within the time allotted in the PWS. As this is a firm-fixed price portion of the overall effort, Offerors will not be able to adjust this price after award; therefore, Offerors must perform this portion of the effort at the price proposed.

Areas of cost to be considered (not a complete list nor are these elements mandated):

L.5.4.2.7(a) All required inventories, inspections, assessments.

L.5.4.2.7(b) All coordination, planning, travel, other meetings, events.

L.5.4.2.7(c) All human resources actions, planning, notifications, security clearance application /processing, employee identification requirements.

L.5.4.2.7(d) Any potential direct labor costs associated with performance prior to end of Transition-In period.

L.5.4.2.7(e) Other key events, coordination, milestones, supplies, materials, processes, applications, services.

L.5.4.2.8 The Offeror's proposal must include a firm-fixed-price (FFP) portion of the effort that provides the required on-site staff for its Program Management Office (PMO) for this Task Order. The Offerors FFP PMO proposal shall include all cost/price elements required for performance. Each Offeror should carefully consider the location, workload, and any other factor(s) relevant to allow the Offeror to formulate the FFP structure in the most cost effective, efficient manner. As this is a FFP portion of the overall effort, Offerors will not be able to adjust this price after award; therefore, Offerors must perform this portion of the effort at the price proposed.

L.5.4.2.9 The Offeror and its proposed Subcontractors (or affiliated divisions/subsidiaries, etc.) shall submit a Cost/Price Proposal IAW L.5.4.2.9(a) or L.5.4.2.9(b). The information detailed in L. 5.4.2.9(a) or L.5.4.2.9(b) is required for the Offeror and its proposed Subcontractors. This is required whether the Subcontractors were selected on a competitive or non-competitive basis. Offerors under this solicitation and resultant contract are not allowed to enter into subcontracts using either Time and Material (T&M) contracts (RFO FAR 16.601) or Labor Hour (LH) contracts (RFO FAR 16.602) subcontracts. Proposals that contain T&M and LH subcontracts will not be evaluated or considered for award.

L.5.4.2.9(a) The Offeror must state the contract type into which it will enter with each of its proposed Subcontractors(s). This information shall be included within the Offeror's Volume 4 Cost /Price Proposal Excel document (i.e., Offeror's_Name_Vol_4_CostProp). The Offeror and its proposed Subcontractor(s) who enter into Firm-Fixed-Price subcontracts for the CPFF CLINs, shall provide a detailed price proposal which clearly shows the proposed labor categories, proposed labor hours, proposed FTEs, and proposed firm fixed prices for all periods of performance. The Offeror must provide a detailed and fully supported price reasonableness determination of the FFP subcontracted labor costs for each subcontract.

L.5.4.2.9(b) The Offeror and its proposed Subcontractor(s) who will enter into Cost type subcontracts for the CPFF CLINs, shall provide a detailed cost element proposal by CLIN submitted electronically in Microsoft Excel format, with working formulas/algorithms - prepared IAW RFO FAR 15.408-2, Table 15-1, Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. The Cost/Price Proposal shall be supported with verifiable facts, figures, and basis of estimates IAW instructions at RFO FAR 15.408-2, Table 15-1, Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required.

L.5.4.2.9(c) The Offeror's proposal shall adhere to the following:

L.5.4.2.9(c)(1) Naming Convention of Offeror: Offeror's_Name_Vol_4_CostProp; or, Naming Convention of Subcontractors: Offeror's_Name_Sub_Name_Vol_4_CostProp

L.5.4.2.9(c)(2) File Format: Cost/Price Proposal in MS Excel; Supporting Documentation in MS Excel, MS Word, Adobe PDF

L.5.4.2.9(c)(3) Page Limit: None

L.5.4.2.9(c)(4) STRICT COMPLIANCE REQUIREMENT: FAILURE OF THE OFFEROR OR ITS PROPOSED SUBCONTRACTOR(S) TO PROVIDE ITS COST/PRICE PROPOSAL IN COMPLIANCE WITH L.5.4.2.9 THROUGH L.5.4.2.9(c)(2), EXCLUDING L.5.4.2.9(c)(1), SHALL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.5.4.2.10 The proposal submittal instructions are found in L.3 above. If a Subcontractor directly submits a proposal for more than one Offeror, that Subcontractor shall provide its cost/price information as separate documents for each Offeror.

L.5.4.2.10.1 The proposed Subcontractor(s) shall include Attachment 0015, titled Subcontractor Cost Information Submission with its proposal submission. Attachment 0015 shall include the Subcontractor's company name, CAGE code, Task Order solicitation number, the Offeror's name for which it is submitting this particular proposal, and the Offeror's corresponding BOA number.

L.5.4.2.10.1(a) Naming Convention of Subcontractors:
Offeror's_Name_Sub_Name_Vol_4_Att0015

L.5.4.2.10.1(b) File Format: MS Word or Adobe PDF

L.5.4.2.10.1(c) Page Limit: None

L.5.4.2.10.1(d) STRICT COMPLIANCE REQUIREMENT: FAILURE OF ANY SUBCONTRACTORS SUBMITTING COST/PRICE PROPOSALS DIRECTLY TO THE GOVERNMENT, TO PROVIDE ATTACHMENT 0015 - SUBCONTRACTOR COST INFORMATION SUBMISSION SHALL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

Note: Attachment 0015 shall only be submitted by the Subcontractors.

L.5.4.2.11 The Offeror also must ensure that its proposed Subcontractor(s) submit their information by the proposal due date and time and all the proposed values that pull forward to the Offeror's proposal are consistent with the Subcontractor(s) overall proposed price, along with identifying supporting data and explanations. The Offeror is responsible for ensuring that the proposals of these other entities conform to the same criteria, including supporting data and explanations.

L.5.4.2.12 The Offeror shall provide the rate data as stated in the paragraphs below. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide the rate data as stated in the paragraphs below. The requested data is required for the Government to perform the mandatory cost realism analysis of proposed direct and indirect expenses.

L.5.4.2.12(a) Direct Labor Rates.

L.5.4.2.12(a)(1) The Offeror shall provide the basis of proposed direct labor rates. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide the basis of proposed direct labor rates. The data may include, but is not limited to, SCA wage determinations, collective bargaining agreements, current payroll records, historical payroll records, current wage surveys, and/or Forward Pricing Rate Agreements (FPRAs).

L.5.4.2.12(a)(2) When proposing Direct Labor Rates, compliance with the Service Contract Act (SCA) (Attachment 0007 - Wage Determination) is required. For evaluation and proposal submission purposes only, Offerors should assume a 09 February 2027 NTP date. Offerors (including Subcontractors) shall use the SCA rates (Attachment 0007) included with the solicitation and shall not include any escalation for the entire period of performance. For proposal purposes only, Offerors (including Subcontractors) shall use the CBA rates included with the solicitation (Attachment 0008) and defer to the SCA rates (Attachment 0007) when a CBA is not included with the requirement. Hazardous Pay percentage differential shall be in compliance with the SCA Wage Determination(s) - Attachment 0007 - Wage Determination.

L.5.4.2.12(a)(3) The Offeror's proposal (including submissions from Subcontractors) shall include supporting data for Direct Labor costs for personnel not covered by the SCA (i.e., exempt positions). The supporting payroll documentation should consist of current and/or historical payroll

records provided as screen shots from the payroll system, copies of payroll reports, and/or copies of paystubs with a narrative explanation of why each payroll title was selected, how that payroll information was used to determine the proposed labor rates, and accompanying calculations to show how the supporting payroll data was used to calculate the proposed labor rates for each applicable labor category. The provided documentation should be redacted to ensure no Personally Identifiable Information (PII) is included in the submission. EXAMPLE: The proposed rate for a Supply Manager is based on the median salary for a Warehouse Manager (selected wage survey title) with 5 years of service; annual rate $xx,xxx divided by 2080 = $xx.xx per hour. The Warehouse Manager title was selected from the utilized wage survey as the duties and qualifications for that position are considered to be most similar to the duties as required by the PWS.

L.5.4.2.12(a)(4) APPLICABLE TO COST CLINS ONLY: For proposal preparation purposes only, for the Option Years, the Offeror and its Subcontractor(s) SHALL escalate its proposed Exempt Base Labor Rates, compounded annually, by 3.0% to be filled in IAW IHS Global Insights Forecast Data for each Option Year. If the Offeror proposes escalation of exempt rates utilizing different percentages than the one provided, or proposes no escalation of exempt rates, the Offeror's exempt rates will be normalized (adjusted) by the Government consistent with the percentage provided above.

L.5.4.2.12(b) Naming Convention of Offeror: "Offeror's_Name_Vol_4_DLRD_Applicable_Year (s)", Naming Convention of Subcontractors:

"Offeror's_Name_Sub_Name_Vol_4_DLRD_Applicable_Year(s)"

Note: Contractors shall include applicable year(s) in the title that are included in the file. For example, the end of the file name would be 2011-2018 (with the years representing the actual years of the data).

L.5.4.2.12(c) File Format: MS Word, MS Excel, or Adobe PDF

L.5.4.2.12(d) Page Limit: None

L.5.4.2.12(e) STRICT COMPLIANCE REQUIREMENT: FAILURE OF THE OFFEROR, OR ITS PROPOSED SUBCONTRACTORS TO PROVIDE ITS DIRECT LABOR RATE DATA SHALL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.5.4.2.13 Indirect Expense Rates.

L.5.4.2.13(a) Indirect rates allocate indirect costs such as overhead, general & administrative (G&A) expense, and fringe benefit costs. The Offeror shall provide the pool and base costs or Forward Pricing Rate Agreements (FPRAs) for all proposed indirect expense rates for itself and all Subcontractor(s) who do not submit a proposal directly to the Government. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide the pool and base costs for all proposed indirect expense rates. Offerors shall provide a

detailed explanation for indirect expense rates proposed that are not fully supported by the budgetary indirect expense rates and the corresponding supporting pool and base data or FPRA.

L.5.4.2.13(a)(1) Offerors shall provide a narrative to crosswalk the variances between the proposed and budgetary information. Additionally, Offerors shall provide a narrative to crosswalk the variances between the historical and budgetary information (i.e., pool - L.5.4.2.13(a)(4) & base - L.5.4.2.13(a)(5)), to include an explanation of how the current proposal is incorporated into the indirect rate pools and bases. Proposals also shall include an appropriately detailed description of how proposed indirect rates have been applied to proposed direct costs. All numerical data shall be provided in a Microsoft Excel file with accompanying explanatory notes in Word or PDF.

L.5.4.2.13(a)(2) When proposing Indirect Expense Rates, compliance with the Service Contract Act (SCA) (Attachment 0007 - Wage Determination) is required. For evaluation and proposal submission purposes only, Offerors should assume a 09 February 2027 NTP date. Offerors (including Subcontractors) shall use the fringe benefit(s) included with the solicitation (Attachment 0007 - Wage Determination) and shall not include any escalation for the entire period of performance.

L.5.4.2.13(a)(3) Indirect Cost Rate = Indirect Cost Pool divided by Indirect Cost Allocation Base

L.5.4.2.13(a)(4) Pool: A descriptive summary of the costs proposed in each pool, including the details for each pool in both account/line-item name and dollar value, is required to be submitted in the Offeror's proposal for itself and all Subcontractor(s) who do not submit a proposal directly to the Government. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide a descriptive summary of the costs proposed in each pool. An indirect cost pool is a logical grouping of indirect costs with a similar relationship to the cost objectives. For example, maintenance overhead pools include indirect costs that are associated with maintenance effort. Proposals also shall include an appropriately detailed description of how proposed indirect rates have been applied to proposed direct costs.

L.5.4.2.13(a)(5) Base: A descriptive summary of the costs proposed in each indirect cost allocation base, including the details for each base in both account/line-item name and dollar value, is required to be submitted in the Offeror's proposal for itself and all Subcontractor(s) who do not submit a proposal directly to the Government. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall describe the indirect cost allocation base. The indirect cost allocation base for overhead rates is usually labor dollars; for G&A rates, the base is usually Total Cost Input or Value Added; and for fringe benefit rates the base is labor dollars.

L.5.4.2.13(b) The Offeror's proposal shall include Budgetary and Historical Cost Data and Sales Volume Data.

L.5.4.2.13(b)(1) Budgetary Data.

L.5.4.2.13(b)(1)(i) The Offeror shall provide budgetary rate data for 2027 through 2032 depending upon availability for itself and all Subcontractor(s) who do not submit a proposal directly to the

Government. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide budgetary rate data for 2027 through 2032 depending upon availability. The data provided shall be the costs for the pools and bases used to calculate the proposed indirect cost rates. Appropriately detailed explanations and calculations, to include the fringe benefit(s) compensation required to be in compliance with Attachment 0007 - Wage Determination shall be provided for the basis of 2027 through 2032 forecasted indirect rates. If budgetary data for 2025 or 2026 has been used to estimate proposed 2027 through 2032 rates, provide that explanation. If any portion of the proposed 2027 through 2032 forecasted rates is a discrete estimate, an explanation and supporting data shall be provided. The budgetary data shall include the pool and base summary information as explained in L.5.4.2.13(a) through L.5.4.2.13(a)(4) and narrative cross-walk information required in L.5.4.2.13(a)(1). For Offerors that are Joint Ventures (JV), the budgetary data shall include both the JV entities' budgetary data as well as the budgetary data of each individual JV partner. If the data is not available, the Offeror shall provide an explanation why the data cannot be provided.

L.5.4.2.13(b)(1)(ii) If a Subcontractor is submitting a Cost/Price proposal directly to the Government and the data is not available, then that Subcontractor shall also provide an explanation why the data cannot be provided.

L.5.4.2.13(b)(2) Historical Cost Data (Historical Rates). The Offeror shall provide historical cost data for 2023, 2024, 2025 and 2026. For Offerors that are Joint Ventures (JV), the budgetary data shall include both the JV entities' budgetary data as well as the budgetary data of each individual JV partner. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall provide historical actual cost data for 2023, 2024, 2025 and 2026. The historical data shall be provided in the same format as proposed rates and include detailed actual pool and base costs. If the data is not available, the Offeror shall provide an explanation why the data cannot be provided.

L.5.4.2.13(b)(3) If a Subcontractor is submitting a Cost/Price proposal directly to the Government and the data is not available, then that Subcontractor shall provide an explanation why the data cannot be provided.

L.5.4.2.13(b)(4) Sales Volume Data. The Offeror/Subcontractors shall also provide the Historical and Budgetary sales volume data (total revenue dollars); this data shall be provided for the business segment associated with the indirect rates included in the proposal. The Offeror /Subcontractors shall provide historical sales volume data for 2023, 2024, 2025 and 2026 and shall provide the budgetary sales volume data for 2027-2032, segregated between Government and non-Government work. The Offeror/Subcontractors shall also provide an explanation of the calculations and the assumptions used in developing the budgetary data; at a minimum the budgetary data must include the value of this proposal.

L.5.4.2.13(b)(5) STRICT COMPLIANCE REQUIREMENT: CAPPING OR DISCOUNTED INDIRECT RATES. OFFERORS, OR ITS SUBCONTRACTORS SHALL NOT BE PERMITTED TO VOLUNTARILY CAP OR OFFER DISCOUNTED INDIRECT RATES. OFFERORS PROPOSING CAPPED OR DISCOUNTED INDIRECT RATES WILL BE DEEMED NON-COMPLIANT AND WILL BE REMOVED FROM COMPETITION.

L.5.4.2.13(c) Naming Convention of Offeror: "Offeror's_Name_Vol_4_IERD_Applicable_Year(s)"; or Naming Convention of Subcontractors:

"Offeror's_Name_Sub_Name_Vol_4_IERD_Applicable_Year(s)"

Note: Contractors shall include applicable year(s) in the title that are included in the file. For example, the end of the file name would be 2011-2018 (with the years representing the actual years of the data).

L.5.4.2.13(d) File Format: MS Excel.

L.5.4.2.13(e) Note: Information submitted in MS Excel shall be submitted with working formulas /algorithms.

L.5.4.2.13(f) Additional narrative explanations in support of how indirect rates are developed shall be submitted in MS Word or Adobe PDF format.

L.5.4.2.13(f)(1) "Naming Convention of Offeror Narrative: "Offeror's_Name_Vol_4_IERD_NAR";

or

Naming Convention of Subcontractor: "Offeror's_Name_Sub_Name_Vol_4_IERD_NAR"

L.5.4.2.13(g) Page Limit: None

L.5.4.2.13(h) STRICT COMPLIANCE REQUIREMENT: FAILURE OF THE OFFEROR, OR ITS PROPOSED SUBCONTRACTORS TO PROVIDE ITS INDIRECT EXPENSE RATE DATA AND IN COMPLIANCE WITH L.5.4.2.13(d) SHALL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

L.5.4.2.14 The Offeror shall prepare and provide a cross-walk of all proposed labor categories subject to the SCA occupation codes in the Attachment 0007 - Wage Determination - Department of Labor Wage Determinations (DOL WD). At a minimum, there must be a column listing all of the proposed labor categories, followed by two or more columns listing the corresponding DOL WD occupation codes; Offerors may also include columns that list the applicable rates for each category. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also prepare and provide a cross-walk of all proposed labor categories subject to the SCA occupation codes in the Attachment 0007 - Wage Determination - DOL WD.

L.5.4.2.14(a) Naming Convention of Offeror: Offeror's_Name_Vol_4_CW; or Naming Convention of Subcontractors: Offeror's_Name_Sub_Name_Vol_4_CW

L.5.4.2.14(b) File Format: MS Word or Excel

L.5.4.2.14(c) Page Limit: None

L.5.4.2.14(d) STRICT COMPLIANCE REQUIREMENT: FAILURE OF THE OFFEROR OR ITS PROPOSED SUBCONTRACTORS, SUBMITTING COST/PRICE PROPOSALS DIRECTLY TO THE GOVERNMENT, TO PROVIDE THE INFORMATION DETAILED IN SECTION L.5.4.2.14 to L. 5.4.2.14(c) SHALL RENDER THE OFFEROR'S PROPOSAL NON-COMPLIANT. THE PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at https://www.acquisition.gov/ .

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

*** END OF NARRATIVE ***

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		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	2026-02		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02

52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02

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		
252.225-7003	Report of Intended Performance Outside the United States	2025-10		

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: In accordance with Section L of the RFP[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 Cost Reimbursement with Fixed Price elements [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

www.acquisition.gov_____[Insert one or more Internet addresses]

(End of provision)

Section M - Evaluation Factors for Award

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD:

M.1.1 The Government expects to award a single combination Cost Plus Fixed Fee/Firm-Fixed Price (Transition-In CLIN and PMO CLINs only) task order with 1, 12-month base period, to include a 30-day transition, 4, 1-year evaluated option periods, and 1, 6-month evaluated option period with this RFP. The Government will make an award to the responsible Offeror (IAW RFO FAR 9.1) whose proposal complies with the RFP requirements and is determined to be the lowest total evaluated (fair and reasonable) priced proposal that is determined to be Technically Acceptable with Substantial Confidence in Past Performance. The responsibility determination shall include the following:

M.1.1.1 A review of the Offeror's accounting system IAW RFO FAR 16.301-3. Failure to provide the required documentation will impact the Contracting Officer's responsibility determination. Absent an adequate accounting system, an Offeror cannot be determined responsible under RFO FAR 9.104-5 and will be ineligible for award.

M.1.1.2 An analysis of whether the apparent successful Offeror complies with the requirements of RFO FAR 9.1. The Government may directly determine the responsibility of the apparent successful Offeror's Subcontractor(s) with the requirements of RFO FAR 9.104-4.

M.1.1.3 Not Applicable

M.1.1.4 Mission Essential Contractor Services (MECS): The Government will evaluate the Offeror's MECS Plan by determining if the Offeror's proposed plan adequately details a realistic approach as to how it will continue to perform the essential contractor services listed in Attachment 0013 - Mission Essential Contractor Services. The proposed MECS Plan must specifically address each part of the RFO DFARS 252.237-7024 (b)(2)(i through v).

M.2 ADDITIONAL INFORMATION:

The Government reserves the right to: waive the strict compliance review, limit the competitive range for the purposes of efficiency; conduct discussions at any stage of the evaluation process; and make no award should no offer prove to be acceptable based on the criteria set forth in this RFP. The Government reserves the right to award no task order at all, depending on the quality of the proposals, prices submitted, and the availability of funds. An award under this RFP in no way compels the Government to obligate additional dollars or additional option year periods.

M.2.1 Offerors are cautioned to submit sufficient information and, in the format, specified in Section L. Offerors may be asked to clarify certain aspects of their proposals (for example, the relevance of past performance information) or respond to adverse past performance information to which the Offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any

evaluation element or any unfavorable comments received from sources without a formal rating system. Clarifications and communications conducted to resolve minor or clerical errors will not constitute discussions.

M.3 LISTING OF TOTAL PROPOSED PRICES AND STRICT COMPLIANCE REVIEW:

The Government reserves the right to waive the Strict Compliance Review if it is in the Governments best interest.

M.3.1 Listing of Total Proposed Prices. All timely offers will be listed according to the total proposed price (labeled as Total Proposed Price in Attachment 0005 Cost/Price Matrix) from lowest total proposed price to highest total proposed price. A cost/price analysis will not be completed prior to listing by total proposed price.

M.3.2 Strict Compliance Review. Proposals will be reviewed to determine if all compliance requirements set forth in Section L are satisfied. The Government will conduct the strict compliance review starting with the lowest total proposed priced offer to the highest total proposed priced offer, until at least five or 20% of the proposals (whichever is greater) are determined to be compliant. Note that initially only the pool of five or 20% (whichever is greater) of the proposals found to be compliant will move to Step 1 Technical Factor Evaluations. However, if any of the proposals are found Technically Unacceptable in Step 1, the Government will continue to review additional proposals for compliance until the thresholds identified in Step 1 are met. If the Government receives less than 5 proposals, all proposals will be reviewed for compliance, and those proposals found to be compliant move to Step 1 Technical Factor Evaluations.

M.3.2.1 The Government will compare the Offeror's proposal to Section L to perform a strict compliance review. Any Offeror's proposal determined non-compliant per the terms noted in Section L, will not be evaluated and will not be further considered for award.

M.3.2.1.1 Not Applicable

M.3.2.1.2 Reserved

M.3.2.1.3 The Government will conduct a strict compliance review of the Offeror's Cost/Price proposal to determine if voluntary capped or discounted rates were used prior to moving to Step 1. STRICT COMPLIANCE: HOWEVER, IF AN OFFEROR MAKES IT THROUGH TO STEP 2 AND DURING THE EVALUATION IS FOUND TO HAVE VOLUNTARILY CAPPED OR DISCOUNTED ITS RATES, THE OFFEROR WILL BE FOUND NON-COMPLIANT. THE OFFEROR'S PROPOSAL WILL NOT BE EVALUATED AND WILL NOT BE FURTHER CONSIDERED FOR AWARD.

M.3.2.2 Only Offerors whose proposals are determined to be compliant will move to Step 1 of the evaluation process.

M.4 EVALUATION METHODOLOGY:

M.4.1 This is a competitive best value source selection in which competing Offerors will be evaluated against three evaluation factors: Technical, Past Performance, and Cost/Price. The Government will evaluate the Technical Factor on an Acceptable/Unacceptable basis. Technical tradeoffs will not be made and no additional credit will be given for exceeding acceptability. The Past Performance Factor will be evaluated using a qualitative assessment by assigning confidence ratings. Cost/Price will be an evaluated factor; however, it will not be rated. Award will be made to the responsible Offeror with the lowest evaluated (fair and reasonable) priced proposal that is determined Technically Acceptable with Substantial Confidence in Past Performance. The Government will pursue the following evaluation approach in support of an award decision:

Step 1: Technical Factor Evaluations. The Technical Volumes will be evaluated on an Acceptable /Unacceptable basis IAW the criteria detailed in "EVALUATION CRITERIA" in Section M.5 below. The Government will evaluate the Technical proposals of the first five or 20% of the lowest total proposed priced compliant offers against the technical evaluation criteria. The Technical evaluations will continue until five or 20% of the proposals (whichever is greater) are determined to be technically acceptable. Note that only the three lowest proposed priced compliant offerors determined technically acceptable will move to Step 2. Additionally, the Government reserves the right to conduct discussions IAW M.4.4 as set forth below if the Contracting Officer determines that discussions would be advantageous to the Government.

Step 2: Past Performance Factor and Cost/Price Factor Evaluations. The lowest three total proposed price (labeled as Total Proposed Price in Attachment 0005 - Cost Price Matrix) compliant proposals that are determined Technically Acceptable at Step 1 will be evaluated for Past Performance, and Cost/Price IAW the criteria detailed in Section M.5 below.

a. The Past Performance Factor will be evaluated using a qualitative assessment by assigning confidence ratings.

b. The Cost/Price Factor will be evaluated and will not be assigned a rating.

c. All proposals which are determined to have Substantial Confidence in Past Performance with a realistic cost, will move to Step 3.

d. If there are less than (2) proposals found to have a Substantial Confidence rating in Past Performance, with a realistic cost and a fair and reasonable evaluated price, the Government will then evaluate the next lowest priced technically acceptable offeror for Past Performance and Cost /Price until there are 2 proposals with both a Substantial Confidence rating in Past Performance with a realistic cost and a fair and reasonable evaluated price. [Note: If there are no additional technical proposals left to evaluate at Step 1, the Government may proceed as indicated in M.4.4 below or may move forward to Step 3.]

f. The Government reserves the right to simultaneously evaluate Technical, Past Performance, and Cost/Price proposals.

Step 3: As stated in M.1.1, the Government will make an award to the responsible Offeror (IAW RFO FAR 9.1) whose proposal complies with the RFP requirements and is determined to be the lowest total evaluated priced proposal that is determined to be Technically Acceptable with Substantial Confidence in Past Performance with a fair and reasonable Total Evaluated Price. However, if all Offerors were assessed to have other than Substantial Confidence in Past Performance, the Government reserves the right to award to an Offeror with other than a Substantial Confidence rating in Past Performance. In that event, the Source Selection Authority will consider all factors and make a best value award decision.

M.4.2 Proposals shall be subject to evaluation by a team of Government personnel. Contents of written proposals and written responses to Evaluation Notices (if applicable) will be evaluated to determine the degree and extent to which the requirements set forth in the RFP are satisfied. No assumptions will be made by Government evaluators regarding areas not defined in the Offeror's written proposal. A proposal is presumed to represent the Offeror's best efforts to respond to the RFP. A proposal will be evaluated to determine whether it contains adequately detailed information that complies with the solicitation requirements and affirmatively demonstrates the merits of the Offeror's proposal. The proposal must clearly and unambiguously reflect the Offeror's intended approach and establish cost credibility. Any inconsistency, whether real or apparent, between promised performance and proposed cost must be adequately explained in the proposal. An offeror's failure to adequately explain an inconsistency between promised performance and cost may result in a finding of Technical Unacceptability or a finding that a proposed cost is unrealistic for the work to be performed.

M.4.3 Prior to award, the Government shall make an affirmative determination of responsibility for the apparent successful Offeror IAW RFO FAR 9.1.

M.4.4 Negotiations

M.4.4.1 The Government intends to award without negotiations with respective Offerors. IF AND ONLY IF negotiations are conducted, upon completion of the Technical Factor evaluations, the Government will make a subsequent competitive range determination, IAW RFO FAR 15.204-1, based on the final ratings of each technical proposal against the Technical Factor evaluation criteria. Only Offerors determined Technically Acceptable will remain in this subsequent competitive range and proceed to the Past Performance and Cost/Price evaluations identified in STEP 2 above.

M.4.4.2 IF AND ONLY IF negotiations are conducted in Step 2, upon completion of the Past Performance Factor and Cost/Price Factor evaluations, the Government will make a competitive range determination, IAW RFO FAR 15.204-1. The Past Performance Factor will be evaluated using a qualitative assessment by assigning confidence ratings. The Cost/Price Factor will be evaluated for price reasonableness and cost realism, but it will not be assigned an adjectival rating. Only highly rated proposals or proposals not requiring a major rewrite will remain in the competitive range. Negotiations will be held with all Offerors remaining in the competitive range.

M.4.4.3 Definitions:

Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance.

Uncertainty is any aspect of a non-cost/price factor proposal for which the intent of the offer is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).

M.5 EVALUATION CRITERIA:

M.5.1 Technical Factor:

The Government will evaluate the Technical Factor on an overall Acceptable/Unacceptable basis against all the listed criteria identified in L.5.2 and M.5.1. To receive an overall Acceptable rating under the Technical Factor, an Acceptable rating must be received on all of the following elements:

M.5.1(a) Staffing and Management Plan (SMP)

M.5.1.1 Technical Factor Rating: The Technical Factor ratings and definitions are as follows:

Acceptable: The proposal clearly meets the minimum requirements of the RFP.

Unacceptable: The proposal does not clearly meet the minimum requirements of the RFP.

An Offeror must be Technically Acceptable to be considered for award. Offers determined Technically Unacceptable will not be considered for award.

M.5.1.2 Staffing and Management Plan (SMP): The Government will evaluate the Offeror's SMP to determine if the Offeror's proposal adequately details a realistic and feasible approach to delivering services required in the PWS, provided Technical Data, and Attachments including the necessary duty descriptions for any labor categories proposed on Attachment 0002, Staffing and Labor Mix that are not found within the SCA Directory of Occupations (5th Edition) or TD-02 Workload Data and Density List is adequately supported by the approach identified in the Offeror's Attachment 0002 - Staffing and Labor Mix. In accordance with L.5.2.1.1(b) an Offeror choosing to utilize innovative and efficient methodologies (e.g., cross utilization of specific labor categories, dual hatted positions, etc.) to adequately demonstrate its approach, must have it clearly stated within the SMP and will be evaluated for realism and feasibility. Failure to clearly capture the full requirement and subsequent workload under these methodologies will fail to meet the definition of Acceptable. The SMP will be evaluated for the following elements:

M.5.1.2(a) Offeror adequately demonstrates its ability to properly staff/organize the required effort by providing a realistic approach to creating its management structure from general staff oversight by first line supervisors through its company headquarters management. Offeror's management structure demonstrates a clear understanding of the requirements related to executing the program

by proposing adequate management and supervision of the effort. The Offeror adequately details how it will provide a fully trained, competent workforce to accomplish the contract requirements and includes an appropriate mitigation plan in the event trained personnel are not available locally and addresses how the Offeror will retain its personnel.

M.5.1.2(a)(1) Offeror adequately proposes the required on-site firm fixed price labor categories and FTEs for this task order within Attachment 0002, Staffing and Labor Mix.

M.5.1.2(a)(2) The Offeror adequately details a plan to successfully implement the Surge Requirement Capability by providing a realistic and feasible approach to onboarding the necessary workforce and achieving FOC within 21 days of receiving the NTP as required by PWS paragraph 1.4.3.1. The Offerors approach identifies the immediate steps that will be taken in response to the NTP from the PCO and provides a feasible and realistic plan for increasing the workforce, both addressing intended hiring practices and giving appropriate consideration to the temporary nature of the surge requirement and its potential impacts on recruitment and retention.

M.5.1.2(b) Organizational Diagram: The Government will evaluate the Offeror's Organizational Diagram to determine if it depicts a realistic comprehensive organizational overview based on the following:

M.5.1.2(b)(1) Adequately identifies the tasks to be performed by the Offeror and all proposed subcontractor(s) (if applicable) as identified on the Offeror's Attachment 0005-Cost Price Matrix, Tab 2-Teaming Matrix.

M.5.1.2(b)(2) Adequately identifies all the command-and-control relationships among the Offeror and all proposed subcontractor(s) (if applicable) as identified on the Offeror's Attachment 0005-Cost Price Matrix, Tab 2-Teaming Matrix. Adequately identifies leadership positions (e.g., team leads, foremen, supervisors, deputies, managers) responsible for performing successful oversight of each of the primary task areas identified in Section C-5 of the PWS. FTE Counts are not required and will not be evaluated as part of the Organizational Diagram.

M.5.1.2(b)(3) Properly proposes an adequate, onsite independent quality control approach to include an independent quality control representative IAW L.5.2.1.1(b)(2)(iii). Proposals failing to provide an independent quality control representative will be found technically unacceptable

M.5.1.2(c) Staffing/Labor Mix (Attachment 0002 - Staffing and Labor Mix): The Government will evaluate the Offeror's staffing approach to determine if the Offeror's proposed staffing solution meets the following criteria:

NOTE: For Technical evaluation purposes only, the Government will utilize the labor category definitions provided in the SCA Directory of Occupations (5th Edition) and TD-02 Workload Data and Density List for labor category definitions to determine if the proposed labor category has the skill set / skill level necessary to perform the required task(s).

M.5.1.2(c)(1) Demonstrates an adequate understanding of the effort by providing appropriate staffing that is realistic and feasible to successfully perform the specific workload requirements in

Attachment 0016 - TD-02 Workload Data and Density List and the PWS requirements identified therein, as supported by either:

M.5.1.2(c)(1)(i) Proposing all FLC1 hours equal to or greater than the estimated hours of each functional area as provided in Attachment 0016 - TD-02 Workload Data and Density List.

Note: Offerors proposing hours less than the estimated hours will be found Unacceptable, unless the Government determines the innovations or efficiencies, detailed in the SMP narrative, to be realistic and feasible to accomplish the mission.

or

M.5.1.2(c)(1)(ii) Providing a detailed narrative of the innovations and efficiencies used, within the specific areas of the Attachment 0016 - TD-02 Workload Data and Density List for which the Offeror fails to propose IAW M.5.1.2(c)(1)(i), that will allow the Offeror to accomplish the mission.

Note: Staffing approaches utilizing innovative and efficient methodologies will be evaluated on the reasonableness of the innovation or efficiency of the approach and the feasibility that the approach will allow for accomplishment of the mission. Additionally, innovations or efficiencies (e.g., cross utilization of specific labor categories, dual hatted positions, etc.) not IAW L.5.2.1.1(c)(6)(iii) and confirmed within the SMP will fail to meet the definition of Acceptable. Staffing levels must support the provided workload requirements for both the base period and option periods (fully operational capable 12-month / 365-day periods).

M.5.1.2(c)(1)(iii) Reserved

M.5.2 Past Performance Factor:

M.5.2(a) Past performance information is evaluated as a predictor of future contract performance. The Government will assess the degree of confidence it has in the expectation that the Offeror will successfully complete the requirements IAW the contract terms based on the Offeror's demonstrated record of recent and relevant performance.

M.5.2(b) Definitions:

M.5.2(b)(1) The definitions in L.5.3.1.1 apply to this section.

M.5.2.1 The Government will assess the contract references provided in the Offeror's task order proposal to date, and other information available from sources other than those identified by the Offeror, against the past performance evaluation criteria set forth below. The Government will include in its past performance evaluation the Offeror and any proposed Subcontractor that is expected to perform 20% or more of the total value of column F in the Offeror's Attachment 0005-Cost Price Matrix, Tab 2-Teaming Matrix for this effort. For Offerors that are Joint Ventures (JV), the Government will evaluate both the past performance of the JV itself as well as the past performance of each individual JV partner. The Government will confirm a proposed Subcontractor is expected to perform 20% or more of the total value by referring to column F of the Offeror's Attachment 0005-Cost Price Matrix, Tab 2-Teaming Matrix.

M.5.2.2 An Offeror's past performance record will be assessed to determine its Past Performance Confidence Assessment Rating. For Offerors that are Joint Ventures (JV), the past performance confidence assessment will include both the JV entity's past performance as well as the past performance of each individual JV partner. If an Offeror proposes the use of Subcontractors, the Offeror's past performance record will be assessed in its totality to determine the Offeror's past performance rating. The Government may take any of the following into consideration when determining an Offeror's past performance confidence assessment rating:

M.5.2.2(a) The specific functional areas of Maintenance, Supply, and Transportation the Offeror or its Subcontractor(s) have performed as reflected by their respective past performance history, and the functional areas to be performed on the task order requirement by the Offeror or its Subcontractor(s).

M.5.2.2(b) NOT APPLICABLE

M.5.2.2(c) The Offeror's or its Subcontractor(s) overall percentage of participation for this task order requirement.

M.5.2.2(d) The Offeror's, and/or its Subcontractor(s)' performance details and ratings received in Past Performance Questionnaires (PPQs), as well as the Past Performance Information Retrieval System (PPIRS), which includes both the Contractor Performance Assessment Reporting System (CPARS) and the Federal Performance and Integrity Information System (FAPIIS). CPARS and PPQs will be utilized to assess a contractor's performance in the areas of Quality of Service, Schedule, Cost Control, Management, and Regulatory Compliance.

M.5.2.3 In evaluating performance history, the Government may review the Offeror's and/or its Subcontractor(s)' current and prior performance record of complying with all aspects of its contractual agreement.

M.5.2.4 In conducting the past performance evaluation, the Government may use information obtained from other sources, or may use information to other contracts performed by the Offeror, and/or its Subcontractor(s) of which it has knowledge, whether or not those contracts are disclosed to the Government by the Offeror. It may also use any past performance that occurs after the RFP closing date and prior to award. The Government is not required to interview all points of contact identified by Offerors.

M.5.2.5 The Government may consider the recency, relevancy, source and context of the past performance information it evaluates, as well as general trends in performance, and demonstrated corrective actions. A significant achievement, problem, problem resolution or lack of relevant data in any element can become an important consideration in the assessment process. An adverse finding in any element or a lack of relevant data to a performance issue may result in an overall lower confidence assessment rating.

M.5.2.6 The Government may also consider past performance information regarding predecessor companies. Past performance for parent/sister companies or other corporate entities may be evaluated only if these companies or entities are listed as subcontractors on the Offeror's

Attachment 0005-Cost Price Matrix, Tab 2-Teaming Matrix and are expected to perform 20% or more of the total value of column F in the Offeror's Attachment 0005-Cost Price Matrix, Tab 2-Teaming Matrix.

M.5.2.7 Recency. Recency, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant. For this requirement, recency is any contract under which any performance, delivery, or corrective action has occurred within the following time standards: three years prior to this RFP closing date, regardless of the award date.

M.5.2.8 Relevancy. The relevancy of the past performance information will be evaluated as follows:

M.5.2.8(a) Relevant: Present/past performance effort involved similar scope and magnitude of effort and complexities this RFP requires.

M.5.2.8(b) Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this RFP requires.

M.5.2.8(c) In order to determine if a reference is relevant, the reference must meet the scope, magnitude, and complexity requirements as detailed below.

M.5.2.8(c)(1) In order to determine if a reference is similar in scope to the PoM Task Order, the reference must have demonstrated similar experience, to the PoM PWS Attachment 0001, in at least one of the following functional areas:

M.5.2.8(c)(1)(i) Maintenance

M.5.2.8(c)(1)(ii) Supply

M.5.2.8(c)(1)(iii) Transportation

M.5.2.8(c)(2) In order to determine if a reference is similar in magnitude and complexity to the POM Task Order, the Annual Average Dollar Value (AADV) must meet or exceed the minimum level of relevant experience identified below:

Maintenance: Offeror Reference - $300k average annually; Subcontractor performing 20% or more of the total estimated dollar value, as found in Column F of the Offerors Attachment 0005-Cost Price Matrix, Tab 2-Teaming Matrix - $60k average annually.

Supply: Offeror Reference - $300k average annually; Subcontractor performing 20% or more of the total estimated dollar value, as found in Column F of the Offerors Attachment 0005-Cost Price Matrix, Tab 2-Teaming Matrix - $60k average annually.

Transportation: Offeror Reference - $2.1M average annually; Subcontractor performing 20% or more of the total estimated dollar value, as found in Column F of the Offerors Attachment 0005-Cost Price Matrix, Tab 2-Teaming Matrix - $420K average annually.

Total: Offeror Reference $2.7M average annually; Subcontractor Reference $540k average annually.

M.5.2.8(c)(3) When reviewing contract references for magnitude and complexity, the evaluator will determine the relevant functional areas contained in a contract reference and apply the minimum applicable threshold. For example, if all three functional areas apply to the Offeror's contract reference, the average annual dollar value must be at least $2.7M for a Prime reference and $540k for a Subcontractor reference to be determined similar in magnitude and complexity. If the Maintenance and Supply functional areas apply to the Offeror's contract reference, the average annual dollar value must be at least $600k for a Prime reference and $120k for a Subcontractor reference to be determined similar in magnitude and complexity.

M.5.2.8(c)(3)(i) Please note that for Joint Ventures (JVs), Past Performance references need not be performed by the JV itself. References for efforts performed by one or more of the entities comprising the JV, that are otherwise determined as recent and relevant, will be considered when evaluating the JV's past performance. In determining relevancy, the reference must meet the thresholds for magnitude and complexity applicable for the Offeror.

M.5.2.9 Performance Confidence. Based on an assessment of all the recent, relevant past performance information identified, the Government will determine an overall confidence rating for the Offeror. The overall confidence rating will be determined using the rating definitions below and will be based on the Offeror's and Subcontractor(s)' (who are expected to perform 20% or more of the total value for this effort) recent/relevant performance record and the Government's expectation that the Offeror will successfully perform the required effort. When determining the confidence assessment, consideration will be given to the depth and breadth of the Offeror's and Subcontractor(s) demonstrated recent/relevant experience.

M.5.2.9(a) Substantial Confidence: Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.

M.5.2.9(b) Satisfactory Confidence: Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

M.5.2.9(c) Limited Confidence: Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

M.5.2.9(d) No Confidence: Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

M.5.2.9(e) Unknown Confidence (Neutral): No recent/relevant performance record is available, or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

M.5.3 Cost/Price Factor:

M.5.3.1 The total evaluated price will be the total of the Offeror's submitted cost/price proposal as detailed in Attachment 0005 - Cost Price Matrix plus any Government identified probable cost adjustments as determined IAW RFO FAR 15.404-3 Cost Realism Analysis.

Cost/Price analysis may include:

1. Price reasonableness for all FFP CLINs (RFO FAR 15.404-1);

2. Cost Realism Analysis for all Cost Reimbursable CLINs (RFO FAR 15.404-3);

3. Cost Reasonableness for overall Cost/Price CLINs (RFO FAR 15.404-2)

Cost/Price proposals will not be assigned an adjectival rating. The proposal will be evaluated IAW RFO FAR 15.404, Cost and/or Price Analysis. The total evaluated price shall not include discounts or self-imposed capped rates. Offerors proposing capped or discounted indirect rates will not be further considered for award IAW M.3.2.1.3.

M.5.3.1(a) Reserved

M.5.3.2 Cost Realism Analysis. Cost Realism is the process of independently reviewing and evaluating specific elements of the Offeror's proposed cost elements to determine the following: whether the estimated proposed cost elements are realistic for the work to be performed; whether the proposed cost elements reflect a clear understanding of the requirements; and whether the proposed cost elements are consistent with the unique methods of performance described in the Technical Proposal. Cost realism analysis shall be performed on cost reimbursement contracts to determine the probable cost of performance for each Offeror. The probable cost may differ from the proposed cost and should reflect the Government's best estimate of the cost of any contract that is likely to result from the Offeror's proposal.

M.5.3.2.1 The Government will evaluate cost CLINs for Cost Realism. Offerors are cautioned that the Government has concerns with the potential for post-award performance problems related to the cost CLINS if Offerors propose unrealistically low costs. Therefore, the Government reserves the option of rejecting a proposal if, in the exercise of its judgment, it determines that an Offerors cost CLINS are unrealistically low, regardless of technical merit and/or evaluated costs. The magnitude of any necessary and appropriate Probable Cost adjustments may be taken into consideration. For example, if after the Cost Realism analysis it becomes clear to the Government that any necessary upward Probable Cost adjustments are so substantial that they present an unacceptable risk (notwithstanding an assessed rating of acceptable under the technical factor), the proposal may be rejected and not further considered for award. Therefore, failure of the Offeror

to establish the credibility of its proposed cost CLINS may result in a Probable Cost adjustment being made to the costs proposed, and/or the proposal being rejected as unrealistically low and not further considered for award.

M.5.3.3 Fee Rates: The Offeror's and Subcontractor(s)' fee rate(s) will be capped as proposed for the life of this task order contract, including any additional workload outside the original estimate pursuant to the Requirements clause RFO FAR 52.216-21. The Offeror's and Subcontractor(s)' FEE rates will be CAPPED as proposed and included in the contract award terms and conditions for implementation any time during the life of this requirements task order (RFO FAR 52.216-21) when a change order is necessary for modification of the requirements.

M.5.3.4 Subcontractor Proposal Consistency. If a Subcontractor(s)' detailed cost proposal differs from the pricing that the Offeror includes in its proposal, the Subcontractor(s)' detailed cost/price proposal will take precedence and may result in an adjustment to the Offeror's proposal.

M.5.3.5 Evaluation of Option to Extend Services. As part of the price evaluation, the Government will evaluate the Option to Extend Services under RFO FAR Clause 52.217-8 by adding one-half of the Offeror's final option period price to the Offeror's total price. Therefore, the Offeror's total evaluated price will include the prices for the base period, first option period, second option period, third option period, fourth option period, plus one-half of the fourth option period price.

M.5.3.6 The Government will review the Offeror and Subcontractor's cross-walk(s) of all proposed labor categories subject to the SCA to the corresponding labor categories and/or occupation codes in the Attachment 0007: Department of Labor Wage Determination to ensure proposed labor rates are IAW the SCA. Additionally, the Government will review the Offeror and Subcontractor's cost proposal to ensure compliance with the fringe benefit(s) (total compensation package) identified in Attachment 0007, Wage Determination.

M.5.3.7 Unbalanced Pricing. As part of the cost/price evaluation, proposals will be reviewed to identify any potential Unbalanced Pricing. IAW RFO FAR 15.404-6, Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

M.5.3.8 Sources. The methods of evaluation noted above may include the use of information from sources such as, but not limited to, the DCAA and the DCMA.

M.5.3.9 Not Applicable

M.5.4 Not Applicable

M.5.5 Electronic Cost Reporting and Financial Tracking (eCRAFT)

M.5.5.1 Offerors that do not propose the required eCRAFT related submissions, as prescribed in Section L, may be regarded as non-compliant and ineligible for award.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		