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
	N5523626R0007	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	04 Aug 2026	

7. ISSUED BY CODE N55236

SOUTHWEST REGIONAL MAINT CENTER
3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205
SAN DIEGO, CA 92136-5205
UNITED STATES
Anna Nguyen, Email: anna.d.nguyen.civ@us.navy.mil Telephone: 6195564279

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 10:00 AM *(Hour)* local time 04 Sep 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	
	Anna Nguyen	619	556-4279		anna.d.nguyen.civ@us.navy.mil

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OFFER *(Must be fully completed by offeror)*

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

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

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

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

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			☐ 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

HME Follow On Solicitation for Task Order Award

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours specified in Section B to performed the requirements of the Statement of Work (SOW) provided for the period of performance specified in Section F. B-232-H005 Payment of Fee(s) (Level of Effort Alternate I) and B-232-H005, B-216-H006 FEE TABLE, apply to these items. Subcontractor labor shall be billed under these line items.

NOTE B: OVERTIME
Overtime hours shall be pre-approved by the Contracting Officer Representative (COR) prior to execution.

NOTE C: TRAVEL
Travel costs are not fee-bearing costs under this contract. The contractor shall obtain prior written approval from the COR prior to the trip occurrence. All estimated and incurred travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations (JTR). Airfare costs in excess of the lowest price commercial airfare available to the contractor during normal business hours are unallowable unless approved in writing as meeting an exception identified in FAR 31.205-46 by the Contracting Officer prior to the commencement of travel.

NOTE D: OTHER DIRECT COST
The ODC CLINs are in support of the full SOW. The total ODCs (including allowable burdens) must be included in Section B of the offer for all CLINs. Other ODC amounts proposed by an Offeror shall be included in said CLINs and the narrative rationale provided by the Offeror. These Items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burdens. Offerors shall add their burdens, exclusive of fee, to these numbers and include it in Section B of the offer for the ODC CLINs.

NOTE E: CONTRACT COST PRINCIPLES AND PROCEDURES - TRAINING AND EDUCATION COST
Costs of training and education that are related to the field in which the employee is working or may reasonably be expected to work are allowable, except as follows:

(a) Overtime compensation for training and education is unallowable.

(b) The cost of salaries for attending undergraduate level classes or part-time graduate level classes during working hours is unallowable, except when unusual circumstances do not permit attendance at such classes outside of regular working hours.

(c) Costs of tuition, fees, training materials and textbooks, subsistence, salary, and any other payments in connection with full-time graduate level education are unallowable for any portion of the program that exceeds two school years or the length of the degree program, whichever is less.

(d) Grants to educational or training institutions, including the donation of facilities or other properties, scholarships, and fellowships are considered contributions and are unallowable.

(e) Training or education costs for other than bona fide employees are unallowable, except that the costs incurred for educating employee dependents (primary and secondary level studies) when the employee is working in a foreign country where suitable public education is not available may be included in overseas differential pay.

(f) Contractor contributions to college savings plans for employee dependents are unallowable.

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Base Period HM&E Straight-Time (ST) Labor Support Services in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2027-02/29 /2028 See NOTE A. Pricing Arrangement: Cost Plus Fixed Fee	199,680	Hours		
0002	Base Period Overtime (OT) Labor in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03 /01/2027-02/29/2028 SEE NOTE A and B. Pricing Arrangement: Cost Plus Fixed Fee	9,595	Hours		

0003	Surge - Base Period HM&E Straight-Time (ST) Labor Support Services in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 3/1/2027-2/29/2028 See NOTE A. Pricing Arrangement: Cost Plus Fixed Fee	34,560	Hours		
0004	Surge - Base Period HM&E Overtime (OT) Labor Provide Overtime in support of the Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2027-02/29/2028 SEE NOTE: A and B. Pricing Arrangement: Cost Plus Fixed Fee	1,710	Hours		
0005	Base Period Travel. Provide Travel for Southwest Regional Maintenance Center (SWRMC) HM&E Support Services. See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2027-02/29/2028. See NOTE C. Pricing Arrangement: Cost No Fee	1	Lot		
0006	Base Period Material/Other Direct Costs. Provide Material/ODCs for Southwest Regional Maintenance Center (SWRMC) . Period of Performance (POP): 03/01/2027-02/29/2028. See NOTE D. Pricing Arrangement: Cost No Fee	1	Lot		
0007	CDRLs in support of Base Period CLINs 0001-0006. CDRLs attached as Exhibit A. Not Separately Priced. Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 1001	Option Period One (1) HM&E Straight-Time (ST) Labor Support Services in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2028-02/28/2029 See NOTE A. Pricing Arrangement: Cost Plus Fixed Fee	199,680	Hours		
Option Line Item 1002	Option Period One (1) Overtime (OT) Labor in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2028-02/28/2029 SEE NOTE A and B. Pricing Arrangement: Cost Plus Fixed Fee	9,595	Hours		
Option Line Item 1003	Surge - Option Period One (1) HM&E Straight-Time (ST) Labor Support Services in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2028-02/28/2029 See NOTE A. Pricing Arrangement: Cost Plus Fixed Fee	34,560	Hours		
Option Line Item 1004	Surge - Option Period One (1) Overtime (OT) Labor in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2028-02/28/2029 SEE NOTE A and B.	1,710	Hours		

	Pricing Arrangement: Cost Plus Fixed Fee				
Option Line Item 1005	Option Period One (1) Travel. Provide Travel for Southwest Regional Maintenance Center (SWRMC) HM&E Support Services. See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2028-02/28/2029. See NOTE C Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 1006	Option Period One (1) Material/Other Direct Costs. Provide Material /ODCs for Southwest Regional Maintenance Center (SWRMC) . Period of Performance (POP): 03/01 /2028-02/28/2029. See NOTE D. Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 1007	CDRLs in support of Option Period One (1) CLINs 1001-1006. CDRLs attached as Exhibit A. Not Separately Priced Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2001	Option Period Two (2) HM&E Straight-Time (ST) Labor Support Services in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01 /2029-02/28/2030 See NOTE A. Pricing Arrangement: Cost Plus Fixed Fee	199,680	Hours		
Option Line Item 2002	Option Period Two (2) Overtime (OT) Labor in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2029-02/28/2030 SEE NOTE A and B. Pricing Arrangement: Cost Plus Fixed Fee	9,595	Hours		
Option Line Item 2003	Surge - Option Period Two (2) HM&E Straight-Time (ST) Labor Support Services in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01 /2029-02/28/2030 See NOTE A. Pricing Arrangement: Cost Plus Fixed Fee	34,560	Hours		
Option Line Item 2004	Surge - Option Period Two (2) Overtime (OT) Labor in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2029-02/28/2030 SEE NOTE A and B. Pricing Arrangement: Cost Plus Fixed Fee	1,710	Hours		
Option Line Item 2005	Option Period Two (2) Travel. Provide Travel for Southwest Regional Maintenance Center (SWRMC) HM&E Support Services. See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2029-02/28 /2030. See NOTE C Pricing Arrangement: Cost No Fee	1	Lot		

Option Line Item 2006	Option Period Two (2) Material/Other Direct Costs. Provide Material /ODCs for Southwest Regional Maintenance Center (SWRMC) . Period of Performance (POP): 03/01/2029-02/28/2030. See NOTE D. Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 2007	CDRLs in support of Option Period Two (2) CLINs 2001-2006. CDRLs attached as Exhibit A. Not Separately Priced Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3001	Option Period Three (3) Overtime (OT) Labor in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2030-02/28/2031 SEE NOTE A and B. Pricing Arrangement: Cost Plus Fixed Fee	199,680	Hours		
Option Line Item 3002	Option Period Three (3) Overtime (OT) Labor in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2030-02/28/2031 SEE NOTE A and B. Pricing Arrangement: Cost Plus Fixed Fee	9,595	Hours		
Option Line Item 3003	Surge - Option Period Three (3) HM&E Straight-Time (ST) Labor Support Services in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01 /2030-02/28/2031 See NOTE A. Pricing Arrangement: Cost Plus Fixed Fee	34,560	Hours		
Option Line Item 3004	Surge - Option Period Three (3) Overtime (OT) Labor in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2030-02/28/2031 SEE NOTE A and B. Pricing Arrangement: Cost Plus Fixed Fee	1,710	Hours		
Option Line Item 3005	Option Period Three (3) Travel. Provide Travel for Southwest Regional Maintenance Center (SWRMC) HM&E Support Services. See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2030-02/28 /2031. See NOTE C Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 3006	Option Period Three (3) Material/Other Direct Costs. Provide Material /ODCs for Southwest Regional Maintenance Center (SWRMC) . Period of Performance (POP): 03/01/2030-02/28/2031. See NOTE D. Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 3007	CDRLs in support of Option Period Three (2) CLINs 3001-3006. CDRLs attached as Exhibit A. Not Separately Priced	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 4001	Option Period Four (4) HM&E Straight-Time (ST) Labor Support Services in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01 /2031-02/29/2032 See NOTE A. Pricing Arrangement: Cost Plus Fixed Fee	199,680	Hours		
Option Line Item 4002	Option Period Four (4) Overtime (OT) Labor in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2031-02/29/2032 SEE NOTE A and B. Pricing Arrangement: Cost Plus Fixed Fee	9,595	Hours		
Option Line Item 4003	Surge - Option Period Four (4) HM&E Straight-Time (ST) Labor Support Services in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01 /2031-02/29/2032 See NOTE A. Pricing Arrangement: Cost Plus Fixed Fee	34,560	Hours		
Option Line Item 4004	Surge - Option Period Four (4) Overtime (OT) Labor in support of Southwest Regional Maintenance Center (SWRMC). See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2031-02/29/2032 SEE NOTE A and B. Pricing Arrangement: Cost Plus Fixed Fee	1,710	Hours		
Option Line Item 4005	Option Period Four (4) Travel. Provide Travel for Southwest Regional Maintenance Center (SWRMC) HM&E Support Services. See Statement of Work (SOW) for details. Period of Performance (POP): 03/01/2031-02/29 /2032. See NOTE C Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 4006	Option Period Four (4) Material/Other Direct Costs. Provide Material /ODCs for Southwest Regional Maintenance Center (SWRMC) . Period of Performance (POP): 03/01/2031-02/29/2032. See NOTE D. Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 4007	CDRLs in support of Option Period Four (2) CLINs 4001-4006. CDRLs attached as Exhibit A. Not Separately Priced Pricing Arrangement: Firm Fixed Price	1	Lot		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

B-215-H001 MAXIMUM RATES (Oct 2018)

(a) Maximum Pass Through Rates - Applicable to all Task Orders Types. The pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

(1) any and all prime contractor indirect costs including, but not limited to: overhead, material handling charges, G&A, burdens and mark-ups; and

(2) any and all prime contractor profit or fee*

*For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.

(b) The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed **8%**. For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

(c) Maximum Profit/Fee Rate - Applicable to Cost Plus Fixed Fee CLINs Only. Contractor compliance with the maximum fee rate on CPFF CLINs is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee at the task order level that is higher than the maximum fee rate stated in the offeror's base contract shall render the contractor's proposal unacceptable. The Contractor agrees that the maximum fixed fee rate shall not exceed **8%**. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the task order. The maximum fee rate being proposed at the task order level by the prime contractor shall flow down to all subcontractors/consultants included as part of your (the Prime) proposal.

(d) Other Direct Costs and Travel. No fee is allowed on Other Direct Costs or Travel. Indirect cost elements such as G&A and material handling may be applied to ODCs but may not include fee.

(End of text)

B-216-H006 FEE TABLE (NAVSEA) (MAR2019) **(Mar 2019)**

Labor CLIN	Labor Hours	Cost Per Hour*	Fee Rate Per Hour*	Total Cost (Labor Hours x Cost Per Hour)	Total Fee (Labor Hours x Fee Rate Per Hour)	Total Cost Plus Fee
0001	199,680					
0002	9,595					
0003	34,560					
0004	1,710					
1001	199,680					
1002	9,595					
1003	34,560					
1004	1,710					
2001	199,680					
2002	9,595					
2003	34,560					
2004	1,710					
3001	199,680					
3002	9,595					

3003	34,560					
3004	1,710					
4001	199,680					
4002	9,595					
4003	34,560					
4004	1,710					

*The offeror shall divide the proposed fee for each CLIN by the quantity of labor hours indicated to complete the table. Fee is calculated based on cost less Facilities Capital Cost of Money (FCCOM); if FCCOM is proposed, necessary columns may be added.

In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

(End of Text)

B-232-H006 LIMITATION OF COST OR LIMITATION OF FUNDS CLARIFICATION (Oct 2018)

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of Text)

Section C - Description/Specifications/Statement of Work

See Section J - Attachments for Attachment 1 - Statement of Work (SOW).

Requirements

FY27 410 0200 HME Follow On Contract for Organization ENGR FY: 2026, AMS: N55236-26-RFPREQ-Code 200-0001

Additional Regulation or Supplemental Clauses Incorporated by Full Text

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018) (Dec 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019) (Jan 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018) (Oct 2018)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

(End of Text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018) (Oct 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal **HM&E FTA Support Services** dated **TBD** in response to NAVSEA Solicitation No. **N5523626R0007**.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of Text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018) (Oct 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office , via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

PHONE: (619) 556-2948
EMAIL: keith.m.boyer2.civ@us.navy.mil
ENVIRONMENTAL, SAFETY, AND HEALTH (ESH), CODE C106B
KEITH BOYER

(End of Text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018) (Oct 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

(End of Text)

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (Feb 2026)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure 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 Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe 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.

(End of text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018) (Oct 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an attachment in Section J.

(End of Text)

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018) (Oct 2018)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018) (Oct 2018)

(a) A post-award meeting with the successful offeror will be conducted within **30 days** after award of the task order. The meeting will be held at the address below:

Location/Address:

Naval Base San Diego (NBSD)

3755 Brinser Street, Suite 1

Building 77, Floor 1, Oceanview Conference Room

San Diego, CA 92136-5025

(b) The contractor will be given **10 working days** working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the [contract / task order].

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of Text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (FEB 2023) (Feb 2023)

In addition to the information required by FAR 52.244-2(e) of the contract, when consent to subcontract is required per FAR 52.244-2, the contractor shall also include the following information in requests to add subcontractors or consultants during performance:

(1) Impact on subcontracting goals,

(2) Impact on providing support at the contracted value,

(3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort NXG fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort NXG prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort NXG contract.

(End of Text)

C-245-H003 FACILITIES TO BE GOVERNMENT FURNISHED--ALTERNATE I (NAVSEA) (MAR 2019) (Mar 2019)

(a) The price and delivery schedule set forth in this contract contemplate the rentfree use of the facilities identified in paragraph (b) below. If the Government limits or terminates the Contractor's rentfree use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the price or delivery schedule or both, shall be made pursuant to the clause entitled "ChangesFixed Price" (FAR 52.2431) or "Changes-Cost-Reimbursement" (FAR 52.2432), as applicable, provided; however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

(b) The Contractor is authorized to use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon receipt of each item of approved facilities, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

SWRMC facilities and shipboard pier-side on Naval Base San Diego (NBSD), Naval Air Station North Island (NASNI), and Naval Base Point Loma (NBPL) Submarine Base

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

(End of Text)

Section D - Packaging and Marking

Additional Regulation or Supplemental Clauses Incorporated by Full Text

D-211-H001 PACKAGING OF DATA (NAVSEA) (FEB 2022) (Feb 2022)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117.

(End of Text)

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018) (Oct 2018)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor

(2) contract number

(3) sponsor: **Melisa Aguon**

(Name of Individual Sponsor)

Southwest Regional Maintenance Center (SWRMC)

(Name of Requiring Activity)

San Diego,CA

(City and State)

(End of Text)

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-5	Inspection of Services-Cost-Reimbursement.	Apr 1984		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018) (Oct 2018)

Item(s) **CLINs 0001-4007** - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018) (Oct 2018)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)

Section F - Deliveries or Performance

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Period From 01 Mar 2027 to 29 Feb 2028 Period of Performance From 01 Mar 2027 To 29 Feb 2028	199,680 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
0002	Delivery Period From 01 Mar 2027 to 29 Feb 2028 Period of Performance From 01 Mar 2027 To 29 Feb 2028	9,595 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
0003	Delivery Period From 01 Mar 2027 to 29 Feb 2028 Period of Performance From 01 Mar 2027	34,560 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065

	To 29 Feb 2028		
0004	Delivery Period From 01 Mar 2027 to 29 Feb 2028 Period of Performance From 01 Mar 2027 To 29 Feb 2028	1,710 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
0005	Delivery Period From 01 Mar 2027 to 29 Feb 2028 Period of Performance From 01 Mar 2027 To 29 Feb 2028	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
0006	Delivery Period From 01 Mar 2027 to 29 Feb 2028 Period of Performance From 01 Mar 2027 To 29 Feb 2028	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
	Delivery Period From 01 Mar 2027 to 29 Feb 2028	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER

0007	Period of Performance From 01 Mar 2027 To 29 Feb 2028		3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 1001	Delivery Period From 01 Mar 2028 to 28 Feb 2029 Period of Performance From 01 Mar 2028 To 28 Feb 2029	199,680 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 1002	Delivery Period From 01 Mar 2028 to 28 Feb 2029 Period of Performance From 01 Mar 2028 To 28 Feb 2029	9,595 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 1003	Delivery Period From 01 Mar 2028 to 28 Feb 2029	34,560 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065

	Period of Performance From 01 Mar 2028 To 28 Feb 2029		
Option Line Item 1004	Delivery Period From 01 Mar 2028 to 28 Feb 2029 Period of Performance From 01 Mar 2028 To 28 Feb 2029	1,710 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 1005	Delivery Period From 01 Mar 2028 to 28 Feb 2029 Period of Performance From 01 Mar 2028 To 28 Feb 2029	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 1006	Delivery Period From 01 Mar 2028 to 28 Feb 2029 Period of Performance From 01 Mar 2028 To 28 Feb 2029	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELIS AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
	Delivery Period	1 Lot	Place of Performance

Option Line Item 1007	From 01 Mar 2028 to 28 Feb 2029 Period of Performance From 01 Mar 2028 To 28 Feb 2029		DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 2001	Delivery Period From 01 Mar 2029 to 28 Feb 2030 Period of Performance From 01 Mar 2029 To 28 Feb 2030	199,680 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 2002	Delivery Period From 01 Mar 2029 to 28 Feb 2030 Period of Performance From 01 Mar 2029 To 28 Feb 2030	9,595 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 2003	Delivery Period From 01 Mar 2029 to 28 Feb 2030	34,560 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR)

	Period of Performance From 01 Mar 2029 To 28 Feb 2030		Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 2004	Period of Performance From 01 Mar 2029 To 28 Feb 2030	1,710 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 2005	Delivery Period From 01 Mar 2029 to 28 Feb 2030 Period of Performance From 01 Mar 2029 To 28 Feb 2030	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 2006	Delivery Period From 01 Mar 2029 to 28 Feb 2030 Period of Performance From 01 Mar 2029 To 28 Feb 2030	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065

Option Line Item 2007	Delivery Period From 01 Mar 2029 to 28 Feb 2030 Period of Performance From 01 Mar 2029 To 28 Feb 2030	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 3001	Delivery Period From 01 Mar 2030 to 28 Feb 2031 Period of Performance From 01 Mar 2030 To 28 Feb 2031	199,680 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 3002	Delivery Period From 01 Mar 2030 to 28 Feb 2031 Period of Performance From 01 Mar 2030 To 28 Feb 2031	9,595 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
	Delivery Period From 01 Mar 2030 to 28 Feb 2031	34,560 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER

Option Line Item 3003	Period of Performance From 01 Mar 2030 To 28 Feb 2031		REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 3004	Delivery Period From 01 Mar 2030 to 28 Feb 2031 Period of Performance From 01 Mar 2030 To 28 Feb 2031	1,710 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 3005	Delivery Period From 01 Mar 2030 to 28 Feb 2031 Period of Performance From 01 Mar 2030 To 28 Feb 2031	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 3006	Delivery Period From 01 Mar 2030 to 28 Feb 2031 Period of Performance From 01 Mar 2030 To	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065

	28 Feb 2031		
Option Line Item 3007	Delivery Period From 01 Mar 2030 to 28 Feb 2031 Period of Performance From 01 Mar 2030 To 28 Feb 2031	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 4001	Delivery Period From 01 Mar 2031 to 29 Feb 2032 Period of Performance From 01 Mar 2031 To 29 Feb 2032	199,680 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 4002	Delivery Period From 01 Mar 2031 to 29 Feb 2032 Period of Performance From 01 Mar 2031 To 29 Feb 2032	9,595 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 4003	Period of Performance From 01 Mar 2031 To 29 Feb 2032	34,560 Hours	

Option Line Item 4004	Delivery Period From 01 Mar 2031 to 29 Feb 2032 Period of Performance From 01 Mar 2031 To 29 Feb 2032	1,710 Hours	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 4005	Delivery Period From 01 Mar 2031 to 29 Feb 2032 Period of Performance From 01 Mar 2031 To 29 Feb 2032	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
Option Line Item 4006	Delivery Period From 01 Mar 2031 to 29 Feb 2032 Period of Performance From 01 Mar 2031 To 29 Feb 2032	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065
	Delivery Period From 01 Mar 2031 to 29 Feb 2032	1 Lot	Place of Performance DoDAAC: N55236 CountryCode: USA SOUTHWEST REGIONAL MAINT CENTER 3755 BRINSER STREET SUITE 1, SAN DIEGO CA 92136-5205 SAN DIEGO, CA 92136-5205 UNITED STATES

Option Line Item 4007	Period of Performance From 01 Mar 2031 To 29 Feb 2032		MELISA AGUON, CONTRACTING OFFICER REPRESENTATIVE (COR) Email: melisa.m.aguon.civ@us.navy.mil Telephone: 619-708-7065

Additional Regulation or Supplemental Clauses Incorporated by Full Text

F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018) (Oct 2018)

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.204-7006	Billing Instructions-Cost Vouchers	May 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	N50082
Issue By DoDAAC	N55262
Admin DoDAAC	N55262
Inspect By DoDAAC	N55262
Ship To Code	N55262
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N55262
Service Acceptor (DoDAAC)	N55262
Accept at Other DoDAAC	N/A

LPO DoDAAC	N55262
DCAA Auditor DoDAAC	HAA05B
Other DoDAAC(s)	N/A

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

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

(g) *WAWF point of contact.*

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

Email: SWRMC_Vendor_Pay@us.navy.mil or Phone: 619-556-2274

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

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

G-216-H001 FIXED FEE WITHHOLD--FAR 52.216-8 CLARIFICATION (NAVSEA) (OCT 2018) (Oct 2018)

The Government will withhold 15% of each fixed fee payment starting with the first invoice submitted until a total of $100,000 of fixed fee has been withheld. Withheld amounts will be released in accordance with FAR 52.216-8, Fixed Fee.

(End of Text)

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019) (Jan 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost break down of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Shouldthe subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of Text)

G-232-H002 H002 PAYMENT INSTRUCTIONS (NAVSEA) (FEB 2024) (Feb 2024)

Payment office allocation methods can be found in the table at DFARS PGI 204.7108(b)(2) (https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions).

(End of text)

G-242-H001 GOVERNMENT CONTRACTADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2023) (Oct 2023)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Suzanne Shin

3755 Brinser Street, Suite 1

San Diego, CA 92136

Desk: (619) 568-0758

suzanne.j.shin.civ@us.navy.mil

(ii) The Contract Specialist is:

Anna Nguyen

3755 Brinser Street, Suite 1

San Diego, CA 92136

Desk: (619) 556-4729

anna.d.nguyen.civ@us.navy.mil

Kathy Choi

3755 Brinser Street, Suite 1

San Diego, CA 92136

Desk: (619) 556-3024

Kathy.e.choi.civ@us.navy.mil

(iii) The Administrative Contracting Officer (ACO)is:

N/A

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Melisa Aguon

3755 Brinser Street, Suite 1

San Diego, CA 92136

Cell: (619) 708-7065

melisa.m.aguon.civ@us.navy.mil

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:

Jamelin Johnson

3755 Brinser Street, Suite 1

San Diego, CA 92136

Desk: (619) 556-8531, Cell: (619) 518-6358

jamelin.l.johnson.civ@us.navy.mil

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

Michael Keck

3755 Brinser Street, Suite 1

San Diego, CA 92136

Desk: (619) 556-2135, Cell: (619) 607-9983

michael.j.keck.civ@us.navy.mil

(g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:

Melisa Aguon

3755 Brinser Street, Suite 1

San Diego, CA 92136

Cell: (619) 708-7065

melisa.m.aguon.civ@us.navy.mil

(h) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

(i) The Authorized Ordering Person(s) for Per-Call Maintenance is:

N/A

(j) The Contractor's point of contact for performance under this contract is:

Name: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]
E-mail: [*]

[*] To be completed at contract award

(End of Text)

Section H - Special Contract Requirements

Additional Regulation or Supplemental Clauses Incorporated by Full Text

H-209-H003 REQUIRED DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 2022) (Nov 2022)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, at the time of execution of this contract the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(d) Notwithstanding paragraph (c) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(e) If the Contractor fails to take action required by this requirement, or required by the Contracting Officer upon receipt of the Contractor's disclosure required by paragraph (c), the Government may terminate this contract for default.

(f) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(g) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities, those of its subcontractors, those of one of its prime contractors (to which the contractor is a subcontractor), or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(h) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations /conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(i) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(j) Compliance with this requirement is a material requirement of this contract.

(End of Text)

H-209-H004 RESTRICTIONS RESULTING FROM POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 2022) (Nov 2022)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited in accordance with FAR 9.5.

(c) The Contractor agrees that to prevent the existence of conflicting roles and unfair competitive advantage, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate,

subcontractor, consultant, or employee of the Contractor, any joint venture, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract, unless an exception under FAR 9.505 exists. This exclusion also does not apply to any work covered by FAR 9.505-2 (a)(3) or (b)(3) or recompetition for those systems, components or services furnished pursuant to this contract.

(d) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations /conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(f) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(g) Compliance with this requirement is a material requirement of this contract.

(End of Text)

H-216-H002 LEVEL OF EFFORT--ALTERNATE I (NAVSEA) (NOV 2022) (Nov 2022)

(a) The total level of effort for the performance of this contract is specified in Section B and includes prime and subcontractor direct labor (for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort).

(b) Of the total man-hours of direct labor set forth in Section B, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified in Section B shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ hours per week. It is understood and agreed that the rate of man-hours per week may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraphs.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total manhours of effort specified in Section B would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required; the probable benefits which would result; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term. The offer shall acknowledge that the additional man-hours proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of a signed contract modification by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total manhours of effort specified in Section B would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, determined adequate by the Administrative Contracting Officer, which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the Defense Contract Audit Agency office to which vouchers are submitted: (1) the total number of manhours of direct labor expended during the applicable period that separately identifies compensated and uncompensated hours; (2) a breakdown of this compensated total showing the number of manhours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Additionally, in the case of a cost underrun the Contractor shall submit the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to ___% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the Limitation of Funds or Limitation of Cost clauses, as applicable, the period of performance may be extended at the discretion of the Contracting Officer, and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in Section B. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.210-1	Market Research. (Deviation 2026-O0038)	Feb 2026		
52.215-23	Limitations on Pass-Through Charges. (Deviation 2026-O0038)	Feb 2026		
52.216-8	Fixed Fee.	Jun 2011		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038)	Feb 2026		
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038)	Feb 2026		
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0038)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.228-7	Insurance-Liability to Third Persons.	Mar 1996		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.232-22	Limitation of Funds. (Deviation 2026-O0038)	Feb 2026		
52.232-23	Assignment of Claims.	May 2014		
52.232-25	Prompt Payment.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-92	Security Requirements. (Deviation 2026-O0038)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026		
52.242-1	Notice of Intent to Disallow Costs.	Apr 1984		
52.242-3	Penalties for Unallowable Costs. (Deviation 2026-O0038)	Feb 2026		
52.242-5	Payments to Small Business Subcontractors.	Jan 2017		

52.242-13	Bankruptcy.	Jul 1995		
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038)	Feb 2026		
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.246-25	Limitation of Liability-Services.	Feb 1997		
52.249-6	Termination (Cost-Reimbursement).	May 2004		
52.249-14	Excusable Delays.	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission after Award.	Jul 2024		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.	Aug 2025		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	Aug 2018	Deviation 2018-O0019	Aug 2018
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.226-7003	Drug-Free Work Force.	Aug 2024		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.239-7001	Information Assurance Contractor Training and Certification.	Jan 2008		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.216-7 Allowable Cost and Payment. (Deviation 2026-O0038) (Feb 2026)

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 **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. (Nov 1999)

Option to Extend Services (Nov 1999)

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

CLINS	Latest Option Exercise Date
1001, 1002, 1003, 1004, 1005, 1006, 1007	29 FEB 2028
2001, 2002, 2003, 2004, 2005, 2006, 2007	28 FEB 2029
3001, 3002, 3003, 3004, 3005, 3006, 3007	28 FEB 2030
4001, 4002, 4003, 4004, 4005, 4006, 4007	28 FEB 2031

(End of clause)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the periods specified below; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

CLINS	Latest Option Exercise Date
1001, 1002, 1003, 1004, 1005, 1006, 1007	29 FEB 2028
2001, 2002, 2003, 2004, 2005, 2006, 2007	28 FEB 2029
3001, 3002, 3003, 3004, 3005, 3006, 3007	28 FEB 2030
4001, 4002, 4003, 4004, 4005, 4006, 4007	28 FEB 2031

(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 **five (5) years**.

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Alternate I) (Feb 2026) Alternate I (Feb 2026)

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	**Small business concern (yes/no)**
541330 - Engineering Services	

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

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) (Feb 2026)

PAYMENT FOR OVERTIME PREMIUMS (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

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

(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. (May 2014)

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

CONTRACT LABOR CATEGORY	DOL LABOR CATEGORY	DOL EQUIV CODE	GOV'T EQUIV	HOURLY WAGE (Based on San Diego, CA locality pay)
Administrative Assistant	Administrative Assistant	01020	GS-5	$22.30
Engineering Technician III	Engineering Technician III	30084	GS-7	$27.62
Engineering Technician IV	Engineering Technician IV	30085	GS-9	$33.45
Engineering Technician V	Engineering Technician V	30086	GS-11	$40.88
Engineering Technician VI	Engineering Technician VI	30087	GS-12	$48.99

(End of clause)

52.244-2 Subcontracts. (Jun 2020)

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. (Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of clause)

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

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: ____ *Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract

or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.234-7002 Earned Value Management System. (Jan 2025)

EARNED VALUE MANAGEMENT SYSTEM (JAN 2025)

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

"Acceptable earned value management system" means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

"Earned value management system" means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

"Material weakness" means a deficiency or combination of deficiencies in the internal control over information in contractor business systems, such that there is a reasonable possibility that a material misstatement of such information will not be prevented, or detected and corrected, on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is-

(1) Probable; or

(2) More than remote but less than likely (section 806 of Pub. L. 116-283).

(b) *System criteria*. In the performance of this contract, the Contractor shall use-

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute /Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of $50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than $50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts.

The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of $50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after-

(1) Contract award;

(2) The exercise of significant contract options; and

(3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) *Material weaknesses*.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any material weaknesses. The initial determination will describe the underlying deficiency in sufficient detail to allow the Contractor to understand the weakness or deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies material weaknesses in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning-

(i) Remaining material weaknesses;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more material weaknesses in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more material weaknesses in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the Contracting Officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of material weaknesses, the Contractor shall, within 45 days of receipt of the final determination, either correct the material weaknesses or submit an acceptable corrective action plan showing milestones and actions to eliminate the material weaknesses.

(j) *Withholding payments*. (1) If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) *Subcontracts*. With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at $50 million or more, the following subcontractors shall comply with the requirements of this clause:

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

____
____ ____
____

(2) For subcontracts valued at less than $50 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

____
____ ____
____

(End of clause)

Section J - List of Attachments

Attachment J-1 - DD254

Attachment J-2 - Non-Disclosure Agreement

Attachment J-3 - WD 2015-5635 REV.30

Attachment J-4 - QASP

Attachment J-5 - Statement of Work (SOW)

Attachment J-6 - GFP

Attachment S-1 - Cost Proposal Spreadsheet

Attachment S-2 - Past Performance Reference

Attachment S-3 - Personnel Qualifications

Attachment S-4 - Staffing Plan

Exhibit A - CDRLs A001-A004

Exhibits:

Id	Exhibit Name	Exhibit Description	Reference Identifier	Date	Line Item
A	Exhibit A - CDRLs A001-A004	Contract Data Requirements List (CDRL)		24 Jul 2026	

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	Attachment J-1 - DD254	Contract Security Classification Specification (DD 254)		24 Jul 2026
02	Attachment J-2 - Non-Disclosure Agreement			24 Jul 2026
03	Attachment J-3 - WD 2015-5635 REV.30	Wage Determination		24 Jul 2026
04	Attachment J-4 - QASP			24 Jul 2026
05	Attachment J-5 - Statement of Work (SOW)	Statement of Work		24 Jul 2026
06	Attachment J-6 - GFP	Scheduled Government Furnished Property		24 Jul 2026

07	Attachment S-1 - Cost Proposal Spreadsheet	Proposal		24 Jul 2026
08	Attachment S-2 - Past Performance Reference	Proposal		24 Jul 2026
09	Attachment S-3 - Personnel Qualifications	Proposal		24 Jul 2026
10	Attachment S-4 - Staffing Plan	Proposal		24 Jul 2026

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.219-7000	Advancing Small Business Growth.	Jun 2023		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.209-7 Information Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)

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) (Feb 2026)

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)

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

TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

(1) It ☐ is ☐ is not a foreign person; and

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

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

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

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

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

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

(End of provision)

52.230-1 Cost Accounting Standards Notices and Certification. (Deviation 2026-O0038) (Feb 2026)

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) ☐ *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) ☐ *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) ☐ *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) ☐ *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to

the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes	☐ No

(End of provision)

52.230-7 Proposal Disclosure-Cost Accounting Practice Changes. (Apr 2005)

PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

DFARS Clauses Incorporated by Full Text

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

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

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

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

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

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

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

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

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

(End of provision)

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

1.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

Offeror shall comply with the detailed instructions for the format and content of the proposal. Proposals shall be clear and unambiguous. Proposals that do not comply with the detailed instructions for the format and content of the proposal may render the Offeror ineligible for award. The Government reserves the right to reject any proposal that does not comply with these proposal submission instructions.

Proposals shall be submitted through the PIEE Solicitation Module by the solicitation closing date and time specified on the cover page of this solicitation, block (9). Offers must be received via the PIEE Solicitation Module portal by the closing date and time in order to be considered for award. It is not permissible to upload a link to an internet-based data center (e.g. Google cloud or Dropbox). Offeror shall submit all required proposal information as files uploaded directly in the PIEE Solicitation Module. In the rare event the PIEE system is down or inaccessible, Offeror shall immediately notify the cognizant Contracting Officer for the solicitation via e-mail prior to the solicitation closing date and time. In the rare event of a PIEE system malfunction, arrangements must be made with the Contracting Officer cognizant for the solicitation prior to the solicitation closing date and time in order to submit a proposal electronically outside the PIEE Solicitation Module. Failure to submit a complete proposal prior to the solicitation closing date and time will render the proposal late and unacceptable.

Offerors are responsible for submitting proposals and any proposal modifications in the PIEE Solicitation Module by the time specified in the solicitation. Any proposal modification not submitted in the PIEE Solicitation Module by the exact time specified for receipt of offers is "late" and will not be considered. The solicitation will close at the exact date and time specified in the solicitation and Offerors will be unable to submit its proposal after that time. Each proposal submitted in the PIEE Solicitation Module is time/date stamp recorded by the system at time of proposal upload. Proposals may be withdrawn by written notice to the cognizant Contracting Officer for the solicitation provided such notice is received prior to Task Order award.

Resources on how to navigate the PIEE Solicitation Module are available at https://dodprocurementtoolbox.com/site-pages/solicitation-module.

2.0 PROPOSAL FORMAT

In order to maximize efficiency and minimize the time for proposal evaluation, all Offerors shall submit their proposals in accordance with the format and content specified below. The requirements below apply equally to subcontractors. Proposals that do not meet the below requirements may be deemed unresponsive and may not be eligible for award. The electronic proposal shall be prepared so that if printed, the proposal meets the following format requirements:

- 8.5 x 11 inch paper
- Single-spaced typed lines
- 1 inch margins
- Font text shall be 12-point Times New Roman, except for:
- Graphs, graphics, or charts used to supplement the proposal text shall use Times New Roman that is no smaller than 9-point font size.
- Microsoft Office Excel spreadsheets shall use Times New Roman that is no smaller than 9-point font size. These Excel spreadsheets shall be formatted for printing in landscape orientation such that all row and column headings appear on each printed page. All spreadsheets shall include calculations in the cells showing all formulas. Do not enter hard data where formulas were used to calculate the entered value.
- No hyperlinks
- Proposals shall be in English and in U.S. dollars.

- Proposals shall be Microsoft Office (Word, Excel, PowerPoint) 2010 and newer versions or Adobe Acrobat (PDF) compatible. PDF files shall be searchable when reviewed electronically.

2.1 Cover Page and Table of Contents

Offeror shall include a cover page and table of contents for each proposal volume. The cover page shall identify the solicitation number, proposal volume and title, and the Offeror's name. The cover page and table of contents will not count against page limitations.

2.2 Glossary of Abbreviations and Acronyms

Offer shall include a glossary of abbreviations and acronyms for each proposal volume that provides corresponding definitions. Glossaries will not count against page limitations.

2.3 Page Numbering System

Offeror shall use a standard page numbering system to facilitate proposal references. All pages shall be numbered consecutively for each section within a volume. Charts, graphs, and other inserted materials shall be included in the page numbering system.

2.4 Restriction on Disclosure and Use of Data

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]";

Offerors shall also mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

2.5 File Naming Convention

All proposal files shall include the Offeror's company name, volume #, document name, and other useful identifying information. For example:

- Company_Volume_I _Technical Approach
- Company_Volume_I_Key Personnel Resume for Jane Doe
- Company_Volume_II _Past Performance Reference for N00024-##-X-####
- Company_Volume_III _Cost Proposal Narrative
- Company_Volume_IV_Cover Letter

3.0 PROPOSAL ORGANIZATION AND CONTENT

Offeror shall organize its proposal and include all proposal content exactly as described herein. Offeror shall organize its proposal into separate volumes and adhere to page limitations as delineated in the Proposal Organization Table below. Page limitations will be treated as maximums. If exceeded, excess pages may not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two pages.

Volume	Proposal Content	Page Limitation
Volume I - Technical (Factor 1)	Element A: Technical Approach	40 pages
	Element B: Management Approach	20 pages
	Element C: Personnel Approach	Staffing Plan - No page limit. / Key Personnel - 2 pages per resume.
VOLUME II - Past Performance (Factor 2)	Past Performance References	3 pages per reference
Volume III - Cost Proposal (Factor 3)	Cost Proposal Spreadsheet	No page limit
	Cost Proposal Narrative	
Volume IV - Contract Documentation (Factor 4)	Cover letter	No page limit
	Solicitation Fill-ins	No page limit
	Small Business Participation	No page limit
	OCI Mitigation Plan	No page limit
	Pre-Award Survey (SF1408)	No page limit
	Security Requirements (DD 254)	No page limit
	Government Furnished Property	No page limit

3.1 VOLUME I - TECHNICAL (FACTOR 1)

3.1.1 Element A - Technical Approach

The submission of an offer constitutes unconditional acceptance to perform all of the tasks described in the SOW/PWS; therefore, Offeror's proposal need not address every single aspect of the SOW/PWS. Offeror shall describe its specific understanding, capability, experience, and technical approach with regards to the following requirements:

Offeror should organize its technical approach by grouping together capability, understanding, experience, and approach by specific SOW/PWS requirements, and/or by sample problem if applicable. Offeror shall clearly demonstrate its ability to meet the requirements. Offeror shall provide explanatory details assuming that the Government has no prior knowledge of its facilities, capabilities, or experience. Offerors shall identify technical uncertainties and assumptions within the requirements and provide specific courses of action for their resolution. Offerors are encouraged to address any innovative approaches to meeting the requirements. Offeror shall not simply rephrase or restate the Government's requirements in the proposal. Proposals that merely reiterate the Government's own requirements shall be deemed unacceptable and thus ineligible for award. Offerors are cautioned that failure to provide the necessary information may result in its adjectival ratings being downgraded accordingly.

3.1.2 Element B - Management Approach

Offeror shall:

- Describe overall management approach including details about processes, tools, and other unique characteristics that demonstrate the ability to successfully manage this effort.

- Provide an organizational chart and describe the management structure addressing the roles and responsibilities of key personnel and the reporting lines of authority.

- Describe the approach to communication with Government and other stakeholders including details on status reports, meetings, and other forms of communication.

- Describe the quality control process including a discussion on how performance and deliverables will meet the Government's quality standards

- Describe the approach for monitoring and controlling costs during performance.

- Describe the approach for risk management including identification of risks and mitigation strategy.

- Describe the subcontractor team being proposed under this task order, the specific requirements anticipated to be subcontracted, the rationale for why these subcontractors were selected to perform this work, and the overall approach to subcontractor management.

- Describe a detailed plan of action addressing all required steps that need to be taken to fully assume responsibilities under this task order within a proposed transition period. This plan shall identify measurable milestones for when actions will be completed. This plan shall address hiring, onboarding, and training of new personnel.

3.1.3 Element C - Personnel Approach

Staffing Plan. Offeror shall provide a staffing plan using the format provided in **Attachment S-4 - Staffing Plan**. Offeror shall complete all of the information requested within the provided template. Offeror shall include all proposed personnel, including those of its subcontractors, necessary to perform all aspects of the SOW/PWS. Offeror shall propose staffing in accordance with the labor hours identified in Section B. Offeror shall propose staffing in accordance with **Attachment S-3 - Personnel Qualifications.**

Offeror shall preface the names of contingent hires with "Contingent -"; for example, "Contingent - Jane Doe." Offeror shall preface the names of key personnel with "Key -"; for example, "Key - Jane Doe." Offeror shall use "TBD" for non-key positions that do not have identified personnel. "TBD" may also be used for labor hours associated with surge or special study CLINs/SLINs, if such CLINs /SLINs are included in Section B.

Offeror shall provide a mapping of any company-specific labor categories it, or its subcontractors, proposes in the staffing plan to the corresponding Government Standard eCRAFT Labor Categories. Unless specified already by the Government, 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 levels (I, II, III, IV), Offeror shall select the level that best matches 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.

Offeror shall propose a staffing plan in the technical volume that fully aligns with the staffing included in the cost proposal. Discrepancies between the proposed staffing identified in the technical and cost proposal may result in an identification of risk, a lowering of the adjectival rating in the technical proposal, and/or an upward adjustment to the proposed cost.

Note: Offerors should attempt to minimize the number of proposed labor personnel for which candidates have not been identified. From a U.S. Government proposal evaluation perspective, proposal risk may increase with high levels of individuals proposed as TBD or contingent. Nevertheless, in the Staffing Plan narrative, Offeror may describe actions it has taken to mitigate the impact of these risks to the Government. For example, higher levels of education and relevant experience in a proposed workforce demonstrate a richer labor mix. Proposing a richer labor mix, in appropriate tasks under this order, may reduce the performance risk that the Government bears in accepting an Offeror's proposal. In this example, the Offeror may discuss the potential benefits of the richness of its proposed labor mix in the Staffing Plan narrative but should clearly describe how a richer labor mix in a task reduces the performance risk to the Government.

Key Personnel. Offeror shall provide one resume for each individual proposed to fulfill the positions identified as key personnel in accordance with **Attachment S-3 - Personnel Qualifications**. All key personnel positions shall identify a current employee or contingent hire to fulfil the role. Each resume shall demonstrate the key personnel's qualifications to complete the tasking for which person has been proposed to perform.

Offeror shall submit a current "letter of intent" (with salary information redacted) with all resumes supplied for contingent key personnel hires. The letter of intent does not count against page limitations and must be signed by the contingent hire employee and the Offeror.

Key personnel resumes shall include the following information:

- Name
- Key personnel position
- Security clearance level
- Citizenship
- Summary indicating how personnel qualifications are met (e.g., years of relevant experience)
- Chronology of education, training, and degrees/certifications held
- Chronology of work experience with emphasis on PWS related experience

Key personnel are deemed essential to the performance of this effort and cannot be replaced without prior Government approval in accordance with C-237-H002 SUBSTITUTION OF KEY PERSONNEL (OCT 2018). The qualifications listed in each individual proposed key personnel resume, not the specific individual, are the materially relevant aspects of the proposed key personnel partially forming the basis of award. Therefore, even if a proposed key personnel becomes unavailable to the Offeror between proposal submission and award, the Government will evaluate and make its award decision based on the qualifications listed on the proposed resume(s). When the Government awards a task order under those circumstances, the Government will require the awardee to use the qualifications listed on the relevant proposed key personnel resume as the basis for replacing the individual under C-237-H002 SUBSTITUTION OF KEY PERSONNEL (OCT 2018) during task order performance. The Offeror shall make no substitution of key personnel without prior notification to and concurrence of the Contracting Officer

3.2 VOLUME II - PAST PERFORMANCE (FACTOR 2)

Offeror shall provide all past performance information in accordance with **Attachment S-2 - Past Performance Reference**. Offeror shall provide three past performance references, if available, which shall reflect recent experience performed within the last **three years** of the solicitation release date and that demonstrates experience relevant to the solicitation's PWS/SOW. In addition to these three past performance references, Offeror shall submit one additional past performance reference for each subcontractor proposed to perform more than **10%** of the total labor hours, if available. Offeror shall describe how the past performance references are relevant including details about how it is similar in scope and complexity to this solicitation's SOW/PWS.

3.3 VOLUME III - COST PROPOSAL (FACTOR 3)

3.3.1 Section B Pricing

Offeror shall submit Section B pricing for each priced CLIN/SLIN in the cost proposal spreadsheet (**Attachment S-1 - Cost Proposal Spreadsheet**). The Section B pricing submitted in the completed solicitation (Volume IV) will take precedence should there be any discrepancies with any other pricing information submitted. As such, the resulting task order award will be made to the successful Offeror using their proposed Section B pricing.

3.3.2 Cost Proposal Spreadsheet

Offeror and their subcontractors shall each separately submit a cost proposal spreadsheet using the format set forth in **Attachment S-1 - Cost Proposal Spreadsheet**. The cost proposal spreadsheet shall provide a detailed breakout of every single cost element proposed across each base and option year as applicable. The cost proposal spreadsheet shall include calculations in the cells showing all formulas used to calculate the values. Do not enter hard data where formulas were used to calculate the entered value.

The Offeror's cost proposal spreadsheet shall be overarching, encompassing all proposed costs inclusive of sanitized subcontractor costs, and it shall fully align with and support the proposed Section B pricing. Subcontractor's unsanitized cost proposal spreadsheets shall be submitted separately through the PIEE Solicitation Module in order to protect their proprietary information. Subcontractor cost proposals shall be received by the time and date specified for receipt of proposals specified in this solicitation.

Offeror shall provide a clear crosswalk of all company-specific labor categories to corresponding Government Standard eCRAFT Labor Categories. Unless specified already by the Government, 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 levels (I, II, III, IV), Offeror shall select the level that best matches 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.

3.3.3 Cost Proposal Narrative

Offeror shall provide a cost proposal narrative that fully substantiates the reasonableness and realism of the proposed costs. The cost proposal narrative shall fully align with and support the proposed Section B pricing. The cost proposal narrative shall fully corroborate every cost element that is proposed. Providing insufficient information to substantiate the reasonableness and realism of the proposed costs may result in the identification of a risk, an upward cost adjustment, and/or in the offer no longer being considered eligible for award.

Offeror shall propose realistic costs within its proposal. Offeror bears the sole responsibility to demonstrate that its proposed costs are realistic within its proposal. Offeror is advised that proposing unrealistically lower costs without substantial justification will be an indication that the Offeror does not have a clear understanding of the requirements or does not have the requisite capability to support the effort. Any inconsistency between promised performance in the technical proposal (e.g. Volume 1 - Technical) and the proposed cost must be explained in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the evaluation of the Offeror's proposal.

The cost proposal narrative shall address:

Subcontractors. Offeror shall describe the contract type proposed for each subcontractor and rationale for why the chosen contract type is most appropriate. In particular, Offeror shall demonstrate the suitability of any Time-and-Materials or fixed price contract types (e.g. FFP, FFP LOE, etc.) and describe how the Government will be billed throughout the performance of this requirement. Offeror shall demonstrate that their subcontractors have the necessary business systems to perform the contract types being proposed. Offeror shall conduct appropriate cost or price analysis to establish the reasonableness of the proposed subcontract prices and include the results of these analyses within its cost proposal narrative, in accordance with FAR 15.404-3(b).

All subcontractors shall submit cost proposal narratives in order to fully substantiate the reasonableness and realism of their proposed costs. Subcontractors that are proposed on cost reimbursement basis shall provide the same level of information as required from the Offeror to substantiate their own costs within their cost proposal narratives. Subcontractors that are proposed on a Time-and-Materials or fixed price basis (e.g. FFP, FFP LOE, etc.) are not required to provide the same level details as required under cost reimbursable proposals, but shall still provide an itemized breakout of pricing that is customary with the contract type proposed. Subcontractor unsanitized cost proposal narratives shall be submitted separately through the PIEE Solicitation Module in order to protect their proprietary information. Subcontractor cost proposals shall be received by the time and date specified for receipt of proposals specified in this solicitation.

Labor hours. Offeror shall propose the labor hours exactly as specified in Section B, and shall demonstrate overall adherence to the Section B labor hours. The labor hours shall include both the Offeror and subcontractor labor hours, if applicable.

Direct labor rates. Offeror and cost reimbursement subcontractors shall describe the basis of estimate for each direct labor rate proposed and provide substantiating information that fully corroborates each direct labor rate proposed. The basis of estimate must state the current geographical location of the personnel associated with each direct labor rate at the time of proposal submission. The Government reserves the right, at its discretion, to adjust direct labor rates upward in its cost realism evaluation to reflect prevailing rates in the performance location, regardless of personnel's intent to relocate, telework, or (other circumstances).

For each current employee named in the cost proposal spreadsheet, Offeror and cost reimbursement subcontractors shall provide a screenshot that captures pertinent information from the employer's payroll system, incurred within the last three months preceding release of this solicitation. Payroll screenshots shall not contain any personally identifiable information, such as, social security numbers, date and place of birth, etc. Cost proposal narratives shall fully explain all pertinent data on a screenshot. The Government must be able to derive the individual's direct rate (both inclusive and exclusive of the impact of uncompensated overtime, if proposed) from the payroll screenshot. Alternatively, Offeror and cost reimbursement subcontractors may provide payroll verification instead of payroll screenshots. Payroll verification shall consist of a form containing the named personnel, proposed labor category, direct labor rate, description of current position, and a signed certification by an authorized representative of the company that the information contained in the form is correct and current within the last three months preceding release of this solicitation. This supporting direct labor rate information shall clearly map to individual direct labor rates included within the cost proposal spreadsheet.

For each contingent hire in the cost proposal spreadsheet, Offeror and cost reimbursement subcontractors shall clearly indicate named contingent hires and shall provide a signed letter of intent that explicitly lists the agreed upon annual salary for the named individual and the amount of uncompensated work required. The cost proposal narrative shall fully explain all pertinent data about the letter of intent. The Government must be able to derive the individual's direct rate (both inclusive and exclusive of the impact of uncompensated overtime, if proposed) from the letter of intent information.

For any proposed position for which a specific candidate has not been identified, Offerors and cost-reimbursement subcontractors must provide supporting documentation to justify the estimated cost. If a comparable position with available payroll data exists, provide that data and a detailed analysis explaining how the comparable position aligns with the proposed position. If no comparable position exists, provide alternative cost data and a detailed basis of estimate that supports the proposed cost estimate for the position.

Surge and Special Studies. Offeror shall propose surge and special studies CLINs/SLINs in accordance with Section B if applicable. All surge and special studies CLINs/SLINs shall be proposed utilizing the composite rate for all non-surge and special studies labor in the appropriate year. The following is an example of how to calculate the hourly surge and special studies rate and dollars:

Base Year Surge Hourly Rate = Base Year Labor (excluding fee)/Base Year Hours
Base Year Surge Dollars = Base Year Surge Hourly Rate * Base Year Surge Hours
Base Year Fixed Fee = Base Year Surge Dollars * Proposed Fixed Fee Percentage

Service Contract Act (SCA) Wage Determinations. Offeror shall propose rates no lower than the minimums listed in SCA Wage Determinations current as of the date of the proposal. Current SCA Wage Determinations can be found at https://sam.gov/content/wage-determinations.

Uncompensated Overtime. Any uncompensated overtime proposed shall be in accordance with FAR 52.237-10, IDENTIFICATION OF UNCOMPENSATED OVERTIME. For any Offeror and/or subcontractors that proposes uncompensated overtime, Offeror and/or subcontractor shall ensure compliance with the following. Describe the company's uncompensated overtime policies and include a copy of its policy addressing uncompensated overtime. Describe the uncompensated overtime being proposed along with an explanation of how it will be used in performance of this requirement and why it is necessary. Describe how the adjusted hourly rate was derived while clearly demonstrating the reasonableness and realism. Describe the company's historical levels of uncompensated overtime incurred previously and provide substantiating historical data that corroborates the adjusted hourly rates proposed.

Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR). Offeror and cost reimbursement subcontractors shall indicate whether an FPRA or FPRR has been established for their company and the extent it was used in establishing proposed costs. If an FPRA/FPRR exists, a copy shall be provided within the cost proposal narrative.

Escalation. The below table reflects minimum escalation rates. Offeror may propose escalation that deviates from these minimum escalation rates; however, the Government reserves the right to make upward cost realism adjustments using these minimum escalation rates, unless proposed escalation rates are fully supported by an approved FPRA.

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Minimum Escalation Rate	NO MINIMUM	NO MINIMUM	NO MINIMUM	NO MINIMUM	NO MINIMUM

Indirect Rates.

Offeror and cost reimbursement subcontractors shall describe its proposed indirect rates, basis of estimate, and calculation methodologies. Offeror and cost reimbursement subcontractors shall provide the three most recent years of incurred actuals for each proposed indirect rate, any provisional billing rates available, also indicating the beginning and end dates for each fiscal year. NOTE: Offerors shall not rely on any Forward Pricing Rate Proposal to provide any form of cost realism substantiation. Additionally, Provisional Billing Rates (PBRs) are for billing purposes only and should not be used for cost /price proposals. Offerors are cautioned not to rely on these submissions (FPRPs & PBRs), which lack meaningful Government review, as sufficient to demonstrate the realism of its proposed rates.

Maximum Pass-Through and Fee Rates. Offeror shall ensure its proposal is in compliance with the "Maximum Pass Through Rate" and "Maximum Profit/Fee Rate" requirements contained within its basic IDIQ MAC. Any proposed rate that exceeds these maximum rate requirements may render the proposal unacceptable, and thus ineligible for award. Fee becomes a fixed dollar amount at the time of task order award and is subject to the associated fee payment clauses in Section B. Offeror's proposed fee rate shall represent the maximum fee rate applicable to its subcontractors under this effort.

The Government also strongly encourages the Offeror to eliminate "double pass-thru" costs by avoiding second tier subcontractors /consultants during performance and, where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of: (1) The Offeror's pass-thru rate under their IDIQ MAC, or (2) The subcontractor's pass-thru rate under their IDIQ MAC, if applicable.

Other Direct Costs (ODCs). Offeror shall propose ODCs in accordance with below table. The below table reflects Government estimated ODCs, which include travel and incidental material costs only. The estimated ODCs do not account for any company specific burdens such as material handling or G&A. Offeror shall propose all applicable burdens in accordance with its disclosure statements.

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Travel	$1,036,447.40	$1,036,447.40	$1,036,447.40	$1,036,447.40	$1,036,447.40
Material/ODC	$210,000.00	$210,000.00	$210,000.00	$210,000.00	$210,000.00
Total	$1,246,447.40	$1,246,447.40	$1,246,447.40	$1,246,447.40	$1,246,447.40

In order for any additional expenses to be allowed as a direct charge under the resulting task order, it must be identified and described within the cost proposal narrative and be reflected in the Section B pricing. For example, the ODC estimates do not include facility related costs since these are typically treated as an indirect cost; however, if the Offeror proposes to direct charge facility costs, Offeror shall propose such cost separately from the ODC estimate, provide a basis of estimate, rationale for direct charging such cost, and explain how the direct cost will be properly allocated to this requirement. ODCs are not subject to fee. Reimbursement for travel will be in accordance with the Joint Travel Regulation (JTR) and B-231-H001 TRAVEL COSTS (NAVSEA) (OCT 2018).

3.4 VOLUME IV - CONTRACT DOCUMENTATION

3.4.1. Cover Letter.

Offeror and subcontractors shall provide a cover letter with the following information:

- Solicitation number;

- Company name, SeaPort NxG MAC IDIQ number, CAGE code, Unique Entity ID (UEI), address, e-mail address, and telephone number;

- A statement confirming agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

- A statement that the proposal is valid through **365** calendar days from the date specified for receipt of proposals;

- Names, titles, telephone numbers, and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;

- DCAA and DCMA office POC, including branch location, contact name, telephone number and e-mail address;

- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. The Offeror's signature on their proposal indicates the company will meet all requirements of the SOW/PWS, without exception; and

- Identify all enclosures being transmitted as part of the Offeror's proposal.

- If an Offeror believes no organizational conflict(s) of interest exists, an affirmative statement that no such conflict exists shall be included in the cover letter.

3.4.2 Solicitation Fill-ins.

Offeror shall complete all solicitation fill-Ins, including Section B CLIN pricing using the latest amended solicitation version and provide a copy within Volume IV.

3.4.3 Small Business Participation.

The North American Industry Classification (NAICS) code applicable to this solicitation is 541330. Therefore, companies proposing as a subcontractor under this solicitation as a small business concern must have had an average annual receipt over its five previous fiscal years that was less than $47,000,000. Companies proposed as a small business concern shall meet this size standard as of the date of the proposal submission under this solicitation.

Offeror shall demonstrate how it will provide at least **23%** of the proposed total estimated amount of the task order to small business concerns. Offeror shall provide sufficient information to demonstrate that the tasks assigned to the selected small business subcontractors are meaningful in the overall success of the program. The approach shall address use of Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, Hub Zone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service-Disabled Veteran-Owned Small Business Concerns.

3.4.4 Organizational Conflict of Interest (OCI) Mitigation Plan.

Offeror's OCI Mitigation Plan shall be provided in Volume IV. In accordance with the "C.14 ORGANIZATIONAL CONFLICT OF INTEREST" clause within the SeaPort-NxG IDIQ MAC, Offeror shall identify any and all conflicts of interest or potential conflicts of interest related to this solicitation. Offerors shall follow the below described two-step process for identifying known or potential OCI issues to the Government for this solicitation.

Step 1: If it is believed that conflicts of interest are real, possible, or perceived, the contractor shall submit a letter within fourteen (14) days of the release of the solicitation identifying those OCI issues and the strategy that the Offeror intends to use for mitigation. This letter will be for notification purposes only, for the Government to conduct any research, and no determination will be made by the Government at that time. If no OCI issues are present or anticipated, no action is required of the Offeror within this window.

Step 2: Offerors shall submit a statement in affirmation or negation whether they have an OCI conflict regarding this solicitation. If OCI issues are present or anticipated, Offerors shall provide details and submit an OCI mitigation plan and its corporate policy for resolving as part of their proposal submission. If it is believed that no conflicts of interest exist, then the Offeror shall clearly state this, in addition to providing their corporate policy for resolving OCIs. Organizational charts and/or corporate policy are authorized to be submitted in addition to the OCI Mitigation Plan and do not count toward any page limitation.

Award will only be made to an Offeror, including all subcontractors, that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan in accordance with L-209-H009 herein. Failure by an Offeror to disclose a potential OCI or to submit an OCI mitigation plan with its proposal may render itself no longer being considered for award.

3.4.5 Pre-Award Survey (SF1408).

Offeror and cost reimbursement subcontractors shall assert whether it has a DCAA approved accounting system and provide the date it was approved. If the Offeror or any cost reimbursement subcontractors do not have an approved accounting system, then an SF1408 Pre-Award Survey shall be completed. Offeror is solely responsible for verifying that subcontractors proposed on a cost reimbursement basis have either an approved accounting system or have submitted the SF1408 as part of the subcontractor's proposal. An SF1408 does not need to be submitted for companies that already have an approved accounting system. A copy of the SF1408 is at https://www.gsa.gov/Forms/TrackForm/32838.

3.4.6 Security Requirements.

Security requirements associated with this effort have been identified in **Attachment - J-1 - DD254.** Offeror shall demonstrate the ability to meet the facility clearance and safeguarding capability requirements identified in the attached DD254. Describe the plan to implement the required security clearances and physical access requirements during the transition period so that service is not interrupted. If the Offeror does not currently possess the required facility clearance, the Offeror shall demonstrate the steps it will take to be granted the facility clearance in accordance with DoDM 5220.32 (or latest guidance), including a detailed schedule for attaining the required facility clearance.

3.4.7 Government Furnished Property (GFP).

GFP associated with this effort has been identified **in Attachment - J-6 - GFP**. Offeror shall describe its plan for managing this GFP in accordance with FAR 52.245-1 "Government Property" and DFARS 252.245-7005 "Management and Reporting of Government Property". Alternatively, Offeror may provide proof that its Property Management System is currently approved by DCMA. Offeror shall address L-245-H001 "AVAILABILITY OF GOVERNMENT PROPERTY" and L-245-H002 "INSTRUCTIONS REGARDING GOVERNMENT PROPERTY" requirements, if applicable.

3.4.8 Cybersecurity Maturity Model Certification **(**CMMC) unique identifier(s) (UIDs)

The Offeror shall provide the CMMC UIDs issued by the Supplier Performance Risk system (SPRS), in accordance with DFARS 252.204-7025(d), for each contractor information system that will process, store, or transmit Federal Contract Information (FCI) or Controlled Unclassified Information (CUI) during performance of a contract, task order, or delivery order resulting from this solicitation.

FAR Clauses 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.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation 2026-O0038)	Feb 2026		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses 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.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.225-7003	Report of Intended Performance Outside the United States	Oct 2025		

FAR Clauses Incorporated by Full Text

52.216-1 Type of Contract. (Deviation 2026-O0038) (Feb 2026)

TYPE OF CONTRACT (FEB 2026) (DEVIATION 2026-O0038)

The Government contemplates award of a ____[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

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

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

(a) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

☐ Offeror chooses to waive the evaluation preference.

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

(End of provision)

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

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

_____[Insert one or more Internet addresses]

(End of provision)

52.252-3 Alterations in Solicitation. (Apr 1984)

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

___ ___ ___

(End of clause)

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

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: **CMMC Level 2 (Self)**. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

L-204-H003 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2019) (Apr 2019)

(a) NAVSEA may use a contractor to manage official contract files here in after referred to as "the support contractor", including the official file supporting this procurement. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, here in after referred to as "protected information". File management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file management services are acquired will contain a requirement that

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the offeror may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed Protected Information, for the unauthorized duplication, release, or disclosure of such Protected Information.

(c) Submission of a proposal will be considered as consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file management support contractor for the limited purpose of executing its file support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Offerors are free to enter into separate non-disclosure agreements with the file support contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the files or otherwise encumber the government.

(End of Provision)

L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL OR PERSONAL CONFLICT (S) OF INTEREST (NAVSEA) (APR 2022) (Apr 2022)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, either as a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to _____ , or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (OCI) or similar requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an OCI or similar requirement in current or completed contract(s), the Offeror shall comply with FAR subpart 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI or similar requirement.

(b) Offerors also are reminded that certain potential conflicts of interest may arise where an Offeror has unequal access to nonpublic information about a competitor that may provide the Offeror with an unfair competitive advantage and preclude, restrict or limit participation, in whole or in part, either of the individual, subcontractor or prime contractor under this competitive procurement. For example, a potential conflict may arise if former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror may have gained access to nonpublic information about a competitor through participation in previous or ongoing performance or during the solicitation development/source selection process associated with this competitive procurement, and then participates in the formation of the Offeror's proposal. Other potential conflicts of interest may arise where either the former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror under this competitive procurement set the ground rules for competition; for example, by drafting specifications or assisting in the drafting of the statement of work. General guidance may be found in FAR 3.101 and 9.505; however, this guidance is not all-inclusive.

(c) If an Offeror identifies a potential conflict of interest that exists at any tier, that Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract or previous source selection's solicitation number and name and phone number of the Contracting Officer for the contract which gives rise to a potential conflict of interest; (2) a copy of the requirement; (3) the statement of work and technical instruction from the existing contract, as applicable; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; (5) a brief description of the individual's, subcontractor's, or teaming partner's unequal access to nonpublic information about a competitor, which may lead to a conflict of interest in the formation of the Offeror's proposal, or establishment of ground rules for this competitive procurement, as applicable; (6) an OCI mitigation plan, as applicable; and (7) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. The requirement to identify potential conflicts of interest as outlined herein continues until contract award. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(d) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk regardless of whether the Government determines a personal or organizational conflict of interest does or does not exist.

(e) Any potential prime contractor which proposes an individual, subcontractor, or teaming partner later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible individual, subcontractor or teaming partner. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(f) If the Offeror determines that a potential organizational and/or personal conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

(End of Provision)

L-211-H001 UPDATES TO PERIOD OF PERFORMANCE AND DELIVERY DATES (NAVSEA) (JUN 2022) (Jun 2022)

For proposal purposes the estimated date of contract, task order, or delivery order award is **28 FEB 2027**. The government reserves the right to award sooner or later if necessary. The delivery dates and/or period of performance start and end dates in Section F will be updated at award based upon actual contract, task order, or delivery order award date.

(End of Provision)

L-215-H004 INSTRUCTIONS FOR PRICING OF CONTRACT DATA REQUIREMENTS LIST (NAVSEA) (OCT 2018) (Oct 2018)

(a) The Offeror shall complete the "Price Group" (Block 17) and "Estimated Total Price" (Block 18) of each data item on the Contract Data Requirements List (CDRL) of this solicitation using the following instructions:

(1) Block 17. Use the specified price group defined below in developing estimated prices for each data item on the DD Form 1423:

(a) Group I. Definition - Data which is not otherwise essential to the offeror's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

(i) Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(b) Group II. Definition - Data which is essential to the performance of the primary contracted effort but the offeror is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

(i) Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(c) Group III. Definition - Data which the offeror must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

(i) Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data items to the Government.

(d) Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

(i) Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

(2) Block 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. The estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The entry "N/C" for "no charge" will be acceptable. The estimated price shall not include any amount for rights in data. The Government's rights to use the data shall be governed by the pertinent provisions of the contract.

(End of Provision)

L-215-H006 SUBMISSION OF QUESTIONS BY OFFERORS--BASIC (NAVSEA) (JUN 2026) (Jun 2026)

(a) Offerors may submit questions or request clarification of any aspect of this solicitation. It is the Offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the SOW or PWS (as applicable) and other solicitation documents attached hereto or incorporated by reference. Each question should identify solicitation number, document, page number, paragraph number or other identifier relating to the question. Questions without this information may not be answered. Acknowledgment of questions received will not be made.

(b) The deadline for receipt of questions is **ten (10) business days.** Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

(c) All questions shall be submitted via email to the Primary and Secondary Solicitation Manager identified in the Solicitation Module within the Procurement Integrated Enterprise Environment (PIEE) (https://piee.eb.mil). The email should include the solicitation number in the subject line. Responses will be posted as an attachment to the Solicitation within the PIEE Solicitation Module.

(End of Provision)

L-216-H001 TASK ORDER GENERAL INFORMATION (NAVSEA) (JAN 2026) (Jan 2026)

(a) This requirement is currently being satisfied by **Epsilon Systems Solutions, Inc.** under Seaport Task Order **N0017819D7616 - N5523622F3000**.

(b) Work performed under this task order will support **HM&E FTA Support Services**.

(c) The Government requirement is **1,227,725 total man hours (surge included)** for this effort across **five (5) years** if all options are exercised.

(d) This requirement is being solicited as **[X]** unrestricted [ ] small business set-aside [ ] 8(a) set-aside. If unrestricted, there is a small business participation requirement of **23%** applicable to both large and small business entities proposing as prime subcontractors.

(e) There [ ] will be [ ] will not be an industry day. If there will be an industry day, information will be provided elsewhere in this Section L.

(f) Proposal in response to this solicitation shall be valid for **400 calendar days**.

(g) The applicable PSC is **R425**.

(h) Many references and clauses within this solicitation refer to "contract' vice "order" or "task order". Offerors are advised that unless specifically referring to the basic IDIQ MAC, all references to "contract" refer to this Task Order.

(i) Please consider the following suggestions for avoiding last-minute proposal submission problems:

Verify your account's ability to submit the necessary proposal information (either as a prime or subcontractor) well in advance of the closing time. This may be accomplished through the following steps:

1. Login to the PIEE system as the Proposal Manager and access the "Solicitation Module."
2. To access the Solicitation Module, Offerors are required to register for a PIEE account. If an Offeror already has a PIEE account, the role of Proposal Manager can be added to the existing PIEE account. If an Offeror does not already have a PIEE account, the Offer can self-register for a PIEE user account and add the role of Proposal Manager.
3. Resources on how to navigate the PIEE Solicitation Module are available at https://dodprocurementtoolbox.com/site-pages/solicitation-module.
4. For question related to the PIEE Solicitation Module please contact disa.global.servicedesk.mbx.eb-ticket-requests@mail.mil. You can also reach PIEE support by phone at 866-618-5988.

(End of Provision)

L-245-H001 AVAILABILITY OF GOVERNMENT PROPERTY (NAVSEA) (JUL 2024) (Jul 2024)

Government property is offered for use under this solicitation. The contractor is responsible for all costs related to making the property available for use, including (but not limited to) payment of all transportation, installation, and rehabilitation costs.

(End of Text)

L-245-H002 INSTRUCTIONS REGARDING GOVERNMENT PROPERTY (NAVSEA) (JUL 2024) (Jul 2024)

All offerors shall submit the following information in their proposal:

(1) A list or description of all Government property that the offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the contracting officer having cognizance of the property);

(2) The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;

(3) The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges; and

(4) A description of the offeror's property management system, plan, and any customary commercial practices, voluntary consensus standards, or industry-leading practices and standards to be used by the offeror in managing Government property.

(End of Provision)

Section M - Evaluation Factors for Award

1.0 GENERAL

In accordance with the SeaPort-NxG basic IDIQ MAC Paragraph C.8.2. Competitive Ordering Process, a task order award will be made to the responsible Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in this solicitation. Notwithstanding any FAR Part 15 references contained herein, this procurement is being conducted under the "fair opportunity" requirements of FAR subpart 16.505.

The proposal must comply in all material respects with the requirements of the law, regulation, and all requirements set forth in this solicitation and in the SeaPort-NxG basic IDIQ MAC. A proposal that fails to meet any material requirement will render the proposal ineligible for award and it will be excluded from further consideration.

The Government intends to evaluate proposals and award based upon initial offers; therefore, Offeror's initial proposal should contain the best terms from a cost and technical standpoint. The Government reserves the right to award a task order without discussions with respective Offerors. The Government may conduct discussions if deemed in its best interest. The Government anticipates a single task order award resulting from this solicitation; however, the Government reserves the right to award more than one or no task order depending on the quality of the proposals received and the availability of funds.

The following terms and definitions will be used for proposal evaluations:

Deficiency is 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.

Risk, as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

Strength is an aspect of an Offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.

Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Strength is an aspect of the Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

2.0 BASIS FOR AWARD

The award decision will be determined based on the Government's evaluation of each Offeror's proposal against the evaluation factors identified within this solicitation. Award will be made to the responsible Offeror whose proposal demonstrates the best value to the Government based on the evaluation factors. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. A tradeoff analysis may be used when it is in the best interest of the Government to consider award to other than the lowest total evaluated cost Offeror or other than the highest technically rated Offeror. The comparison will trade off differences in technical capability and total evaluated cost. If one Offeror has both the better technical capability and the lower total evaluated cost, then that Offeror will be the better value. If one Offeror has the better technical capability and a higher total evaluated cost, the Government will decide whether the difference in technical capability is worth the difference in price. If it is determined that the difference in technical capability is worth the difference in price, then the more capable, higher-priced Offeror will be the better value. If not, then the less capable, lower-priced Offeror will be the better value. In order to be eligible for award, a proposal shall, at a minimum, meet the requirements of the Solicitation and demonstrate an adequate approach and understanding of the requirements. Accordingly, an offeror must receive an adjectival rating of "Acceptable" or higher under Factor 1 in order to be eligible for award.

3.0 RELATIVE IMPORTANCE OF EVALUATION FACTORS

The Government will evaluate each Offeror's proposal in accordance with the evaluation factors to determine the best value proposal. The evaluation factors represent key areas of importance to be considered in the source selection decision. The factors and associated elements have been chosen to support meaningful discrimination between competing proposals.

Factor	Elements
1. Technical	A. Technical Approach
	B. Management Approach
	C. Personnel Approach
2. Past Performance	None
3. Cost Proposal	None

The relative importance of the evaluation factors is as follows. Factor 1 is more important than Factor 3.

The degree of importance of Factor 3 will increase with the degree of equality of the proposals in relation to the Technical factors on which selection is to be based, or when the evaluated cost delta between Offerors is so significant as to diminish the value of the superiority of the Technical factors.

*Factor 2 is either Acceptable/Unacceptable. Only those Offerors rated Acceptable for Factor 2 will be eligible for award.

Within Factor 1, the solicitation specifies a set of elements. Elements serve as a means of organizing the proposal structure and streamlining the evaluation process. The Government will not assign ratings to individual elements. The elements are no individually weighted and will be evaluated as a whole under Factor 1.

4.0 DESCRIPTION OF EVALUATION FACTORS

Factor 1: Technical (Volume I)

Element A - Technical Approach. The Government will evaluate the extent to which the proposal demonstrates specific understanding, capability, and experience to successfully perform the requirements, and the soundness of the proposed technical approach.

Element B - Management Approach. The Government will evaluate the extent to which the proposal demonstrates an effective management organization with the capability, processes, and tools to successfully perform the requirements and ensure the highest quality deliverables, communication, cost management, risk management, and subcontractor management. The Government will evaluate the extent to which the proposal demonstrates a thorough and realistic approach for efficiently and effectively assuming responsibility over requirements while minimizing risk of performance disruption.

Element C - Personnel Approach. The Government will evaluate the extent to which the staffing plan addresses the labor hours identified in Section B and proposed personnel are able to perform all aspects of the SOW/PWS. The Government will evaluate the extent to which the proposal demonstrates a staffing plan and key personnel that are qualified, experienced, and suitable for performing the requirements.

Adjectival Rating Description. The Government will assign an adjectival rating for Factor 1 in accordance with the below adjectival rating table. Elements will not be separately rated.

Adjectival Rating	**Description**
Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.

Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

Factor 2: Past Performance (Volume II)

The Past Performance factor will be rated on an Acceptable/Unacceptable basis. The Government will use information provided by the Offeror, as well as any other information deemed necessary as noted in Section L 3.2 to assess the Offeror's ability to meet the solicitation requirements. This assessment will be based on a demonstrated record of past performance, taking into consideration the recency and relevancy of the past performance data. The Government may also evaluate the past performance of an Offeror's proposed subcontractors. In the evaluation of an Offeror's past performance, the Government reserves the right to contact former customers, Government agencies and other private and public sources of information.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, unknown past performance shall be considered acceptable. The evaluation will include information provided by the Offeror demonstrating compliance with the requirements of FAR 52.219-8 and 52.219-9. The Government reserves the right to not perform a past performance evaluation on any Offeror that is assigned an "Unacceptable" or "Marginal" adjectival rating under Factor 1 - Technical.

Factor 2: Acceptability Ratings

In assessing the Past Performance factor, the Government will apply the following definitions of acceptable or unacceptable:

Acceptable - Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.

Unacceptable - Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

Factor 3: Cost Proposal (Volume III)

The Government will perform a cost realism analysis of the cost proposal. The Government will evaluate the proposed cost elements to determine whether they are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the technical proposal (e.g. Volume 1 - Technical). The Government will determine the probable cost of performance by calculating the total evaluated cost for the entire cost proposal. The total evaluated cost is the sum of the realistic costs for all priced CLINs/SLINs inclusive of options and proposed fees. The total evaluated cost is determined by upwardly adjusting proposed costs to reflect more realistic levels based on the cost realism substantiating data, unless otherwise stated in Section L. The total evaluated cost may differ from the proposed cost and will reflect the Government's best estimate of the cost of actual performance in contract execution. The total evaluated cost will be used for purposes of evaluation to determine the best value.

The Government will evaluate whether the proposed costs are unrealistically low and the Government will make upward adjustments to those proposed costs that it determines in its judgement to be unrealistically low. Proposals with unrealistically low, unsupported, or costs inconsistent with the technical volume may be deemed reflective of an inherent lack of technical competence or a lack of understanding of the complexity of the work. This may result in the following:

- The assignment of a risk, weakness, and/or deficiency against the Technical Volume.

- The assignment of a cost risk against the Cost Volume.

The Government will not evaluate whether proposed cost elements are unrealistically high in a competitive environment since the fundamental purpose of a cost realism analysis is to guard the Government against any unrealistic claims of cost savings.

The Government reserves the right to use information other than the information provided in the cost proposal in order to perform cost realism analysis and develop the total evaluated cost. This may include, but not limited to, information from DCMA or DCAA, independent government cost estimates, salary databases or websites, invoices, aggregated cost data, historical data, etc. The Government also reserves the right to limit or expand its evaluation of the cost proposal to include technical analysis, unbalanced pricing analysis, cost analysis, and/or price analysis using the methods authorized under FAR 15.404-1.

The Government reserves the right to limit cost realism analysis to only those Offerors that represent the most likely candidates for award and not make any cost realism adjustments to those Offeror's cost proposals that are high cost and have inferior adjectival ratings under Factor 1 - Technical. The Government reserves the right to not perform a cost realism analysis on any Offeror that is assigned an "Unacceptable" or "Marginal" adjectival rating under Factor 1 - Technical. The Government reserves the right to not perform cost realism analysis on subcontractor proposals that reflect less than **5%** of the total labor hours. The Government will not perform cost realism analysis on subcontractor proposals that are proposed on a Time-and-Materials or fixed priced basis (e.g. FFP, FFP LOE, etc.).

5.0 CONTRACT DOCUMENTATION (VOLUME IV)

The Government will evaluate the submitted contract documentation on a pass/fail basis to verify compliance with all requirements. If the Offeror has failed to meet any of the pass/fail requirements, the proposal is ineligible for award and will be eliminated from further consideration. The Government may waive minor oversights and irregularities in the submitted contract documentation provided that they are considered immaterial in its judgment. The Government reserves the right to not evaluate other proposal volumes I-III (Factors 1-3) if Offeror has failed to meet the requirements under Volume IV.

FAR Clauses Incorporated by Reference

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