SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF
	1 to 86

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SP4705-26-R-0003-0001	08/03/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Joseph Armstrong II Joseph.Armstrong@dla.mil	445-737-2371	08/28/2026 3:00 PM EST

9. ISSUED BY CODE SP4705

DCSO RICHMOND DIVISION #3
6090 STRATHMORE RD.
RICHMOND VA 23237 USA

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ EDWOSB
- ☐ 8 (A)

NAICS: 561210
SIZE STANDARD: $47M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	Net 30 days	☐	☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.				

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Defense Logistics Agency (DLA) Indefinite Delivery Indefinite Quantity (IDIQ)
Solicitation SP4705-26-R-0003-0001
BCS/UCS DLA Lifecycle Management Services Contract

The solicitation/Contract is organized into sections as follows:

Section A:	Standard Form (SF) 1449	Page 1
Section B:	Continuation of SF 1449	Page 3
Section C:	Contract Clauses	Page 9
Section D:	Attachments: Attachment 1- Performance Work Statement (PWS) Attachment 1.2- Sample Equipment List Attachment 1.3- Sample Task Order (TO) Attachment 2- Pricing Sheet Attachment 3- Cross Reference Matrix Attachment 4- Key Personnel Resume Template Attachment 5- Contractor Experience Questionnaire Attachment 6- Contractor Non-Disclosure Agreement (NDA)	Page 30
Section E:	Solicitation Provisions	Page 31
	E.1 Instructions to Offerors	Page 36
	E.2 Evaluation Factors for Award	Page 39
	E.3 Offeror Representations and Certifications	Page 49
	E.4 Provisions	Page 71

Defense Logistics Agency (DLA) Indefinite Delivery Indefinite Quantity (IDIQ)
Solicitation SP4705-26-R-0003-0001
BCS/UCS DLA Lifecycle Management Services Contract

SECTION B: CONTINUATION OF SF1449

SOLICITATION SP4705-26-R-0003 IS HEREBY AMENDED AS FOLLOWS:

1. Evaluation Factor Updates: Factor 0 (Entry Gate) is updated to add **Subfactor 0D (Facility Size Experience)** and **Subfactor 0E (Facility Clearance Level)**.
2. CLIN Updates: **CLIN 0002** is updated to include **Defense Supply Center Columbus, OH (DSCC)**.
3. Closing Date Extension: The solicitation closing date is updated to 08/28/2026. All "TBD" references are updated to match this closing date.
4. Administrative Corrections (Evaluation Factor Titles): Administrative updates have been made to resolve discrepancies among evaluation factor titles and their references throughout the document.
5. Administrative Corrections (**Attachments**): Administrative updates have been made to resolve discrepancies among attachment names, update internal references, and clarify the required documents for submission.
6. Restricted Inquiry Period: Questions will be accepted ONLY regarding the newly added Subfactors (**0D & 0E**) and the updated **CLIN 0002**. No other questions regarding the baseline solicitation will be entertained. All inquiries must be submitted by **Thursday August 6, 2026 at 3pm EST** utilizing the attached Q&A Matrix.

All other terms and conditions remain unchanged. Offerors must acknowledge receipt of this amendment with their proposal submission.

B.1 Introduction

The Contractor shall assure of complete understanding of the requirements set forth in the solicitation and all attached documents. The offeror must submit proposals in accordance with the Section E.1 Instructions to Offerors and E.2 Evaluation Factors for Award.

B.2 Reminder to Contractor

1. Offeror to fill-in Block 17 of SF1449.
2. Offeror to fill-in and sign Block 30.
3. Return signed amendment(s) as applicable.
4. Read the Submission Instructions very carefully and submit complete proposals accordingly.
5. Complete Attachments 2- Pricing Sheet, 3- Cross Reference Matrix, & 4- Key Personnel Resume Template, & 5- Contractor Experience Questionnaire.
6. Make sure to submit all applicable documents by closing date/time.
7. Complete FAR 52.212-3 Offeror Representations and Certifications

B.3 Point of Contact

- Contract Specialist / Contracting Officer: Joseph Armstrong II
- Email: Joseph.Armstrong@dla.mil
- Phone: (445)737-2371

B.4 Scope of Work

Scope of Work for IDIQ:
This requirement is to provide acquisition support for the BCS/UCS DLA Lifecycle Management Services Contract to provide regular and Routine/Preventive Maintenance (PM) contract to provide and implement a comprehensive program for the operation, maintenance, repairs, service, testing, inspection and certification of Building Control System (BCS) and Utility Control

Systems (UCS) at the following locations:

- Defense Supply Center Columbus, OH (DSCC)
- Defense Supply Center Richmond, VA (DSCR)
- DLA Distribution Depot, San Joaquin, CA (DDJC)
- DLA Distribution Center Susquehanna, PA (DDSP), New Cumberland, Pennsylvania
- DLA Headquarters Complex, Fort Belvoir, VA (HQC)

The seven areas are as follows: Life Cycle Management Cyber Security of the below Building and Utility systems are included and with funding from the Cybersecurity/Cybermaintenance CLIN)

- Elevator Systems
- Electrical & Lightning Systems (Building)
- HVAC+BAS+Utility Metering Systems
- Electrical Distribution (Site)
- Water Systems (Potable, Sewer/Waste)
- Ad Hoc Maintenance
- Cybersecurity/Cybermaintenance

Performance Work Statement for Task Order (TO):
This requirement is for Preventative Maintenance, Corrective Maintenance, Emergency Maintenance, and sustainment for associated Building and Utility systems listed above at all the applicable locations.

The Contractor shall provide installation, maintenance, and sustainment support to include daily operations, testing, inspection, corrective/emergency and preventative maintenance, and sustainment to include but not limited to support for equipment hardware, software, infrastructure components, upgrades, patches, migrations, enhancements, cybersecurity assessments and artifacts. The Contractor shall assist with supporting information, protection needs and system security requirements for Commercial Off-the-Shelf (COTS) BCS/UCS solutions. Refer to Attachment 1– Performance Work Statement (PWS) for further details of the requirement

B.5 Contract Type

The Government intends to award multiple Indefinite Delivery Indefinite Quantity (IDIQ) contracts for this acquisition and will issue separate task orders by location/site to provide specific tailored site-level support. Resulting TOs will be firm-fixed price awards and competed amongst the multiple awardees to provide all required services for the different locations.

Maximum Contract Dollar Value: The total amount of all orders (task orders) placed against all IDIQ contracts resulting from this solicitation shall not exceed $250 million over a five (5) year contract period. This is maximum ceiling value and no more than $250 million will be obligated against all the Task Orders awarded.

Guaranteed Minimum: The guaranteed minimum order by the Government during the five-year period of $10,000.00 shall apply for multiple awards. A guaranteed minimum order is the minimum amount the Awardee can expect to receive in compensation under the IDIQ contract. If the Government places orders totaling at least $10,000.00 during the five-year period, this guaranteed minimum order would be satisfied. If the Government would not place orders totaling at least $10,000.00 during the five-year period, the Awardee would be able to invoice the Government

for the difference between the guaranteed minimum order value and the total value of the five-year period. Once the minimum guaranteed amount has been met, the Government is under no obligation to place orders for additional services under this contract.

B.6 Performance Period

The resultant IDIQ(s) will include a five-year ordering period. The maximum potential contract ordering period is five (5) years. Task orders may also include a 12-month base period and four 12-month option periods with a maximum of 5 years of period of performance. Period of performance of IDIQ begins at time of award. The period of performance for the task order issuance is intended to commence within 90 days after the award of the IDIQ. Contractors should use this date for the development of their pricing proposals.

B.7 Schedule of Supplies and Services

Below table is for the IDIQ contract CLINs structure only. This is not for pricing proposal submission.

Item NO.	**Services**	**Base**	**Option Year 1**	**Option Year 2**	**Option Year 3**	**Option Year 4**	**Total**
Elevator Systems 0001	DLA Headquarters Complex, Fort Belvoir, VA (HQC)						
	Defense Supply Center Richmond, VA (DSCR)						
	Defense Distribution Center Susquehanna, New Cumberland, PA (DDSP)						
	Defense Supply Center Columbus, OH (DSCC)						
	DLA Distribution Depot, San Joaquin, CA (DDJC)						
Item NO.	**Services**	**Base**	**Option Year 1**	**Option Year 2**	**Option Year 3**	**Option Year 4**	**Total**
Electrical & Lightning Systems (Building) Routine Maintenance 0002	DLA Headquarters Complex, Fort Belvoir, VA (HQC)						
	Defense Supply Center Richmond, VA (DSCR)						
	Defense Distribution Center Susquehanna, New Cumberland, PA (DDSP)						
	Defense Supply Center Columbus, OH (DSCC)						
	DLA Distribution Depot, San Joaquin, CA (DDJC)						
Item NO.	**Services**	**Base**	**Option Year 1**	**Option Year 2**	**Option Year 3**	**Option Year 4**	**Total**

HVAC+BAS+Utility Metering Systems Routine Maintenance 0003	DLA Headquarters Complex, Fort Belvoir, VA (HQC)						
	Defense Supply Center Richmond, VA (DSCR)	[redacted]					
	Defense Distribution Center Susquehanna, New Cumberland, PA (DDSP)						
	Defense Supply Center Columbus, OH (DSCC)						
	DLA Distribution Depot, San Joaquin, CA (DDJC)						
Item NO.	**Services**	**Base**	**Option Year 1**	**Option Year 2**	**Option Year 3**	**Option Year 4**	**Total**
Electrical Distribution (Site) Routine Maintenance 0004	DLA Headquarters Complex, Fort Belvoir, VA (HQC)						
	Defense Supply Center Richmond, VA (DSCR)	[redacted]					
	Defense Distribution Center Susquehanna, New Cumberland, PA (DDSP)						
	Defense Supply Center Columbus, OH (DSCC)						
	DLA Distribution Depot, San Joaquin, CA (DDJC)						
Item NO.	**Services**	**Base**	**Option Year 1**	**Option Year 2**	**Option Year 3**	**Option Year 4**	**Total**
Water Systems (Potable, Sewer/Waste) Routine Maintenance 0005	DLA Headquarters Complex, Fort Belvoir, VA (HQC)	[redacted]					
	Defense Supply Center Richmond, VA (DSCR)						
	Defense Distribution Center Susquehanna, New Cumberland, PA (DDSP)						
	Defense Supply Center Columbus, OH (DSCC)						
	DLA Distribution Depot, San Joaquin, CA (DDJC)						
Item NO.	**Services**	**Base**	**Option Year 1**	**Option Year 2**	**Option Year 3**	**Option Year 4**	**Total**
Ad Hoc Maintenance 0006 Series	DLA Headquarters Complex, Fort Belvoir, VA (HQC)						
	Defense Supply Center Richmond, VA (DSCR)						
	Defense Distribution Center Susquehanna, New Cumberland, PA						

	(DDSP)						
	Defense Supply Center Columbus, OH (DSCC)						
	DLA Distribution Depot, San Joaquin, CA (DDJC)						
Item NO.	**SERVICES**	**Base**	**Option Year 1**	**Option Year 2**	**Option Year 3**	**Option Year 4**	**Total**
Cybersecurity/ Cybermaintenance 0007	DLA Headquarters Complex, Fort Belvoir, VA (HQC)						
	Defense Supply Center Richmond, VA (DSCR)						
	Defense Distribution Center Susquehanna, New Cumberland, PA (DDSP)						
	Defense Supply Center Columbus, OH (DSCC)						
	DLA Distribution Depot, San Joaquin, CA (DDJC)						

B.8 Commercial Services

This is a commercial service acquisition in accordance with the regulatory authority of the Federal Acquisition Regulation (FAR) Part 12.

B.9 Source Selection Procedure

Award of this IDIQ contract will be made on a competitive best value basis, using tradeoff source selection procedures between non-price and price. In addition, a best value determination will be made for each Task Order based on applicable evaluation factors specified in each task order solicitation. Refer to Section E. Evaluation Factors for Award for further details.

B.10 Performance Based Acquisition

All task orders issued against the IDIQ contract(s) will be performance-based acquisitions. The contractor's performance will be monitored by the COR/COTR.

B.11 Invoice Instructions

Invoices must be submitted through Wide Area Workflow (WAWF) in accordance with DFARS 252.232- 7003. Refer to https:\\wawf.eb.mil for additional information.

B.12 Award Without Discussion

The Government intends to award without discussions; therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined necessary. In accordance with 15.204-1(b), the Contracting Officer may also limit the number of proposals in the competitive range to the

greatest number that will permit an efficient competition among the most highly rated proposals.

B.13 No Award

The Government reserves the right not to make an award if such award is determined contrary to the best interest of the Government.

B.14 Non-disclosure Agreement

All products produced and their associated work papers are to be considered the property of the DLA. Contractor and contractor personnel shall sign a Non-Disclosure Agreement (NDA) prior to commencing work on this requirement. Refer to Attachment 6– Contractor Non-Disclosure Agreement (NDA). Contractor is not required to provide NDA at proposal submission. Performance of this requirement may require the contractor to access data and information proprietary to the Government agency or of such a nature that its dissemination or use, beyond the scope of actions authorized by the Government in performance of this requirement would result in adverse effects to the interest of the Government or others. The contractor will not divulge, or release data or information developed or obtained in performance of this requirement except to authorized Government personnel or upon written approval of the Contracting Officer. The contractor will not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as required in the performance of this requirement. The limitations above do not apply to data or information which has been made public by the Government. Further, this provision does not preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement, at no cost to the Government, between the contractor and the data owner that provides for greater rights to the contractor.

Contractor personnel visiting any Government facility in conjunction with a task order shall be subject to the Standards of Conduct applicable to Government employees. Site-specific regulations regarding access to classified or sensitive materials, computer facility access, issue of security badges, etc. will be provided as required.

B.15 Common Access Card (CAC) Procedures

Common Access Card (CAC) Procedures may apply to this IDIQ as per DLAM 1000.13.

B.16 Service Contract Report (SCR)

Service Contract Reporting (SCR) apply to this IDIQ. See FAR 52.204-14 (Service Reporting Requirements) and 52.204-15 (Service Reporting Requirements for Indefinite-Delivery Contracts) The following clauses included in full text, if applicable, apply to the IDIQ and all subsequent task orders.

SECTION C: CONTRACT CLAUSES

The following clauses included in full text, if applicable, apply to the IDIQ and all subsequent task orders.

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (DEVIATION 2026-O0038)(FEB 2026).

(i) ***Materials***.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

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

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

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

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

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) ***Other Costs***. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause ***None***

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:$0.

52.216-18 Ordering. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of award through last day of the contract.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) ***Minimum order***. When the Government requires supplies or services covered by this contract in an amount of less than **$10,000.00**, the Government is not obligated to purchase, nor is the Offeror obligated to furnish, those supplies or services under the contract.

52.216-22 Indefinite Quantity. (DEVIATION 2026-O0038)(FEB 2026)

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after **2 Years from expiration of the Ordering Period of the IDIQ.**

(End of clause)

52.217-8 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 Offeror within **3** days of contract expiration.

(End of clause)

52.217-9 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 Offeror within **3 days of contract expiration;** provided that the Government gives the Offeror a preliminary written notice of its intent to extend at least **15 days of contract expiration** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years.**

(End of clause)

52.219-14 Limitations on Subcontracting. (DEVIATION 2026-O0038)(FEB 2026)

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

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

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

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

(c) *Applicability.* This clause applies only to—

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

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

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

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

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

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

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

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

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

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than

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

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

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

(End of clause)

DFARS 219.309 Solicitation provisions and contract clauses.

(1) Use the provision at 252.219-7000 , Advancing Small Business Growth, in solicitations, including solicitations using FAR part 12 procedures for acquisition of commercial products and commercial services, when the estimated annual value of the contract is expected to exceed—

(i) The small business size standard, if expressed in dollars, for the North American Industry Classification System (NAICS) code assigned by the contracting officer; or

(ii) $70 million, if the small business size standard is expressed as number of employees for the NAICS code assigned by the contracting officer.

DFARS 252.219-7000 Advancing Small Business Growth. (DEVIATION 2026-O0037)(FEB 2026)

As prescribed in 219.309 (1), use the following provision:

ADVANCING SMALL BUSINESS GROWTH (JUN 2023)

(a) This provision implements 10 U.S.C. 4959.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at 13 CFR 121.201 and https://www.sba.gov/document/support-table-size-standards. The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest APEX Accelerator. APEX Accelerator locations are available at https://www.apexaccelerators.us .

(End of provision)

FAR 52.222-42 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 5 332.

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

Employee Class	**Monetary Wage-Fringe Benefits**
_____*_____	_____*_____
_____	_____
_____	_____
_____	_____
_____	_____

_____	_____

*Fill-in will be provided where applicable at the task order level

(End of clause)

FAR 52.222-90 - Addressing DEI Discrimination by Federal Contractors (DEVIATION 2026-O0040, REVISION 1)(APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

FAR 52.224-3 - Privacy Training (JAN 2017)

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other

information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.3 and 39.105).

(c)

(1) "Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover-

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

Alternate I (JAN 2017). As prescribed in 24.302(b), if the agency specifies that only its agency- provided training is acceptable, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract.

FAR 52.233-2 - Service of Protest(DEVIATION 2026-O0038)(FEB 2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

FAR 52.237-1 Site Visit (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

DFARS 252.232-7006 - Wide Area Work Flow 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	
Issue By DoDAAC	
Admin DoDAAC**	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	

LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

(1) *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.

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

(b) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following

contracting activity's WAWF point of contact.

_____

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

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

(End of clause)

DFARS 252.204-7018 - Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2023)

Definitions. As used in this clause—

"Covered defense telecommunications equipment or services" means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Covered foreign country" means—

(1) The People's Republic of China; or

(2) The Russian Federation. "Covered missions" means—

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense. "Critical technology" means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part

774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(a) *Prohibition*. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government 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 the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104 .

(b) *Procedures*. The Contractor 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.

(c) *Reporting*.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at https://dibnet.dod.mil the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These are defined as "key personnel" SPand are those persons whose resumes are submitted as part of the technical/business proposal for evaluation. The contractor shall use key personnel as identified in its proposal during the performance of this contract and will request contracting officer approval prior to any changes. Requests for approval of any changes shall be in writing with a detailed explanation of the circumstances necessitating the change. The request must contain a complete resume for the new key personnel and any other pertinent information, such as degrees, certifications, and work history. New key personnel must have qualifications that are equal to or higher than those being replaced. The contracting officer will evaluate the request and notify the contractor whether the requested change is acceptable to the Government.

Procurement Note H11 Section 508 Requirements (OCT 2020)

Contractors shall comply with the Section 508 Accessibility requirements in this contract and the current revision of the Voluntary Product Accessible Template (VPAT) Rev 508 at https://www.itic.org/policy/accessibility/vpat (copy website address into browser) as stated in their proposal, for the duration of contract performance.

Procurement Note H14 Contractor Personnel Security Requirements (DEC 2021)

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federally- controlled facilities. Prior to beginning work on a contract, DLA requires all contractor personnel working on the Federally-controlled facility to have, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

(1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;

(2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and

(3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each contractor employee who will perform work on a Federally- controlled facility and/or will require access to Federally-controlled information systems:

(1) Full name, with middle name, as applicable, with social security number;

(2) Citizenship status with date and place of birth;

(3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;

(4) Company name, address, phone and fax numbers with email address;

(5) Location of on-site workstation or phone number if off-site (if known by the time of award); and

(6) Delivery order or contract number and expiration date; and name of the contracting officer.

(d) The contracting officer will ensure that the contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.

(1) If a new investigation is deemed necessary, the contractor and contracting officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.

(2) If the contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the contractor and contracting officer for further action. Investigations for contractor employees requiring access to classified information must be initiated by the contractor Facility Security Officer (FSO).

(3) The contracting officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for contractor employees not requiring access to classified information (i.e., IT or unescorted entry).

(4) It is the contractor's responsibility to ensure that adequate information is provided and that each contractor employee completes the appropriate paperwork, as required either by the contracting officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the required clearance level.

(e) The contractor is responsible for ensuring that each contractor employee assigned to the position has the appropriate security clearance level.

(f) The contractor shall submit each request for IT access and investigation through the contracting officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

(1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);

(2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and

(3) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).

(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic – Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, www.opm.gov, but hard copies of the forms are not accepted.)

(g) Required documentation, listed above in paragraphs (f)(1) through (3), must be provided by the contractor as directed by the contracting officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM.

(h) Upon completion of the NACI, NACLC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted

entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoDCAF) or DLA Intelligence Personnel Security Office.

(i) A waiver for IT level positions to allow assignment of an individual contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual contractor employee's completed forms, the background investigation has been initiated, and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

(j) The requirements of this procurement note apply to the prime contractor and any subcontractors the prime contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the contractor. The Government retains the right to request removal of contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the contracting officer to conflict with the interests of the Government. If such removal occurs, the contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the contractor employee from Government property and referral to the contractor for appropriate disciplinary action. Actions taken by the contractor in response to a violation will be evaluated and will be reflected in the contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The contractor may also be required to obtain a Common Access Card (CAC) or Installation Access Badge for each contractor employee in accordance with procedures established by DLA. When a CAC is required, the contracting officer will ensure that the contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.

(m) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a contractor employee who has been granted a clearance is removed from the contract, the contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this procurement note. The substitute may not begin work on the contract without written
documentation, signed by the contracting officer, stating that the new contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this procurement note (i.e.,

acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The following shall be completed for every employee of the Government contractor working on this contract upon contract expiration. Additionally, the contractor shall notify the contracting officer immediately in writing whenever a contractor employee working on this contract resigns, is reassigned, is terminated, or no longer requires admittance to the Federally-controlled facility or access to Federally- controlled information systems. When the contractor employee departs, the contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office and the Trusted Agent (TA) that entered the individual into the Trusted Associated Sponsorship System (TASS), so appropriate databases can be updated. The contractor will ensure each departed employee has completed the DLA J6 Out- Processing Checklist, when applicable, for the necessary security briefing, has returned any Government furnished equipment, returned the DoD CAC and DLA (or equivalent Installation) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These contractor security requirements do not excuse the contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(q) The contractor shall not bill for personnel, who are not working on the contract while that contractor employee's clearance investigation is pending.

Procurement Note H16 Operations Security (OPSEC) For On-site Contractors (DEC 2021)

(1) Contractors shall complete the following courses:

(a) Center for the Development of Security Excellence Operations Security (OPSEC) Awareness;

(b) Unauthorized Disclosure of Classified Information for DoD and Industry;

(c) Insider Threat Awareness; and

(d) Introduction to Information Security courses. These Security courses are located at Security Awareness Hub (https://securityawareness.usalearning.gov/index.html).

(2) The courses identified at subparagraph (1) above are required for all contractors that perform work on-site at a DLA or DoD facility; or for contractors that perform work off-site and access a Federally- controlled information system.

(3) The contractor shall immediately direct its workforce who are performing services for the Government to take the training after contract award. The contractor shall provide evidence of this training to the contracting officer representative or the contracting officer no later than five business days after contract award or prior to accessing the installation or a Federally-controlled information system, whichever occurs first.

(4) Annual refresher training is required and consists of re-accomplishing all of the courses listed in subparagraph (1) above. The contractor shall keep certificates on record for inspection or submission as required by the Government at the Government's discretion.

Procurement Note L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO

is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

Procurement Note L29 Section 508 Requirements (OCT 2021)

Offerors shall comply with the Section 508 accessibility requirements. By submission of its offer, the offeror affirms that its Electronic Information Technology (EIT) supplies and services are accessible as outlined in the law, the standard, and FAR Subpart 39.2. Offerors shall complete the current revision of the Voluntary Product Accessible Template (VPAT) Rev 508 at https://www.itic.org/policy/accessibility/vpat (copy website address into browser). If applicable, offerors shall indicate where their Section 508 EIT compliance information is available for review (e.g., offeror's website or other location the contracting officer can access). The contracting officer may require a demonstration of Section 508 compliance prior to award.

Section 508 Compliance

All development of Electronic and Information Technology (EIT) products or services shall be compliant with Section 508 as imposed by 36 CFR 1194. Solutions implemented by the Contractor shall comply with the DLA issuance, DLA Directive (DLAD) 5025.30. When directed by the Government, the Contractor shall assist the Government in performing an assessment to determine compliance with Section 508 and provide results to the Government. The Contractor shall assist the Government in developing a plan to meet these requirements or requesting appropriate exceptions.

The Contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies, develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

Additional information on Section 508 can be found at:
http://www.section508.gov/index.cfm?FuseAction=Content&ID=12

Section 508 Technical Standards and their reference numbers are as

follows: 1194.21 Software applications and operating systems.
1194.22 Web-based intranet and internet information and applications.
1194.23 Telecommunications
products. 1194.24 Video and
multimedia products. 1194.25
Self contained, closed products.
1194.26 Desktop and portable
computers.
1194.31 Functional Performance Criteria -- Solicitations for EIT should always refer to

functional performance criteria, according to 36 CFR part1194 Subpart C applied to all E&IT acquisition deliverables.
1194.41 Information, Documentation and Support -- Solicitations for EIT must identify whether or not information, documentation, and support requirements apply, according to 36 CFR part 1194 Subpart D applied to support documentation and services provided by agencies to end users of the acquired EIT.

FAR 52.252-2 – Clauses Incorporated by Reference (FEB 1998)

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

(End of clause)

FAR 52.252-5 – 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 DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

FAR 52.252-6 - 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 DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Following clauses are incorporated by reference, if applicable, apply to the IDIQ and all subsequent task orders.

FAR

NUMBER	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.204-7	System for Award Management	(DEVIATION 2026-O0022) (FEB 2026)
52.204-9	Personal Identity Verification of Contractor	JAN 2011

	Personnel	
52.204-13	System for Award Management Maintenance	(DEVIATION 2026-O0022) (FEB 2026)
52.208-9	Contractor Use of Mandatory Source of Supply or Services	(DEVIATION 2026-O0022) (FEB 2026)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporation	(DEVIATION 2026-O0022) (FEB 2026)
52.212-4 ALT I	Contract Terms and Conditions–Commercial Products and Commercial Services	(DEVIATION 2026-O0022) (FEB 2026)
52.216-7	Allowable Cost and Payment	(DEVIATION 2026-O0022) (FEB 2026)
52.216-32	Task-Order and Delivery-Order Ombudsman	SEPT 2019
52.216-18 (see full text)	Ordering	AUG 2020
52.216-19 (see full text)	Order Limitations	OCT 1995
52.216-22 (see full text)	Indefinite Quantity	(DEVIATION 2026-O0022) (FEB 2026)
52.217-8 (see full text)	Option to Extend Services	NOV 1999
52.217-9 (see full text)	Option to Extend the Term of the Contract	MAR 2000
52.222-1	Notice to the Government of Labor Disputes	(DEVIATION 2026-O0022) (FEB 2026)
52.222-49	Service Contract Labor Standards-Place of Performance Unknown	(DEVIATION 2026-O0022) (FEB 2026)
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAY 2020
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-11	Patent Rights – Ownership by the Contractor	MAY 2014
52.227-14	Rights in Data – General	MAY 2014
52.227-14 ALT II	Rights in Data – General	DEC 2007
52.227-15	Representation of Limited Rights Data and Restricted Computer Software	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.228-5	Insurance-Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013

52.230-2	Cost Accounting Standards	(DEVIATION 2026-O0022) (FEB 2026)
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-22	Limitation of Funds	(DEVIATION 2026-O0022) (FEB 2026)
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	(DEVIATION 2026-O0022) (FEB 2026)
52.233-2	Service of Protest	(DEVIATION 2026-O0022) (FEB 2026)
52.233-4	Applicable Law for Breach of Contract Claim	(DEVIATION 2026-O0022) (FEB 2026)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	(DEVIATION 2026-O0038) (FEB 2026)
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.244-5	Competition in Subcontracting	AUG 2024
52.245-1	Government Property	SEP 2021
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-2	Inspection of Supplies-Fixed-Price	AUG 1996
52.246-4	Inspection of Services -- Fixed-Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984
52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria	MAY 2001
52.246-20	Warranty of Services	MAY 2001
52.246-25	Limitation of Liability – Services	FEB 1997
52.247-34	F.O.B. Destination	JAN 1991
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.252-6	Authorized Deviations in Clauses	NOV 2020
52.253-1	Computer Generated Forms	JAN 1991

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NUMBER	TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7000	Disclosure of Information	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Level I Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7009	Limitations on Use or Disclosure of Third-Party Contractor Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7023	Reporting Requirements for Contracted Services – Alt I	JUL 2021
252.205-7000	Provision of Information to Cooperative Agreement Holders	JUN 2023
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	MAY 2019
252.216-7010	Post Award Debriefing for Task Orders and Delivery Orders	OCT 2025
252.217-7027	Contract Definitization	MAY 2023
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7002	Qualifying Country Sources as Subcontractors	MAR 2022
252.225-7012	Preference for Certain Domestic Commodities	APR 2022
252.225-7021	Trade Agreements	FEB 2024
252.225-7031	Secondary Arab Boycott of Israel	JUN 2005
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
252.225-7051	Prohibition on Acquisition of Certain Foreign Commercial Satellite Services	DEC 2022
252.225-7052	Restriction on the Acquisition of Certain Magnets,	MAY 2024

	Tantalum, and Tungsten	
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	JAN 2023
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations—Representation	MAR 2024
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations	FEB 2024
252.226-7001	Utilization of Indian Organizations, Indian owned Economic Enterprise and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7015	Technical Data – Commercial Products and Commercial Services	JAN 2025
252.227-7016	Rights in Bid or Proposal Information	JAN 2023
252.227-7019	Validation of Asserted Restrictions-Computer Software	JAN 2025
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2025
252.227-7030	Technical Data--Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2025
252.227-7039	Patents-Reporting of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principal	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7003	Frequency Authorization	(DEVIATION 2026-O0014) (FEB 2026)
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.237-7023	Continuation of Essential Contractor Services	OCT 2010
252.239-7002	Access	DEC 1991
252.239-7004	Orders for Facilities and Services	SEP 2019
252.239-7007	Cancellation or Termination of Orders	SEP 2019
252.239-7009	Representation of Use of Cloud Computing	(DEVIATION 2026-0023) (FEB 2026)
252.239-7010	Cloud Computing Services	(DEVIATION 2026-O0024) (FEB 2026)
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	DEC 1991
252.239-7017	Notice of Supply Chain Risk	(DEVIATION 2026-O0024) (FEB 2026)
252.239-7018	Supply Chain Risk	(DEVIATION 2026-O0024) (FEB 2026)
252.240-7997	NIST SP 800-171 DoD Assessment Requirements	(DEVIATION 2026-O0025)

		(FEB 2026)
252.243-7001	Pricing of Contract Modifications	(DEVIATION 2026-O0034) (FEB 2026)
252.243-7002	Requests for Equitable Adjustment	(DEVIATION 2026-O0034) (FEB 2026
252.244-7000	Subcontracts for Commercial Products and Commercial Services	(DEVIATION 2026-O0015) (DEC 2025)
252.245-7003	Contractor Property Management System Administration	(DEVIATION 2026-O0046) (FEB 2026)
252.246-7003	Notification of Potential Safety Issues	JAN 2023
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	DEVIATION 2026-O0035 FEB 2026
252.246-7008	Sources of Electronic Parts	DEVIATION 2026-O0035 FEB 2026
252.247-7023	Transportation of Supplies by Sea–Basic	(DEVIATION 2026-O0047) (FEB 2026)
252.251-7000	Ordering From Government Supply Sources	AUG 2012

SECTION D: ATTACHMENTS

Attachment 1- Performance Work Statement (PWS)
Attachment 1.2- Sample Equipment List
Attachment 1.3- Sample Task Order (TO)
Attachment 2- Pricing Sheet
Attachment 3- Cross Reference Matrix
Attachment 4- Key Personnel Resume Template
Attachment 5- Contractor Experience Questionnaire
Attachment 6- Contractor Non-Disclosure Agreement (NDA)

SECTION E: SOLICITATION PROVISIONS

E.1 Instructions to Offerors

E.1.1 General Information

The offeror's proposal must be submitted in accordance with the instructions in this section. Information provided below apply to both the IDIQ and Task Order solicitations unless otherwise specified.

- Offerors are hereby on notice that a failure to submit all the required documentation as instructed may constitute a basis for the Government to reject a proposal as non-compliant and therefore, unawardable at the sole discretion of the Contracting Officer. The Government reserves the right to waive minor informalities, non-compliances and irregularities in proposals without holding exchanges with Offerors.

- The proposal shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply restate or rephrase the Government's requirements, but rather provide a convincing rationale explaining how the offeror intends to meet these requirements.

- The proposal shall contain all the pertinent information in sufficient detail in the area of the proposal where it contributes most critically to the discussion of the same information. When necessary, the offeror shall refer to the initial discussion and identify its location within the proposal.

- The offeror is responsible for providing adequate documentation to enable a thorough evaluation of the proposal. The offeror shall submit a proposal that clearly and concisely describes and defines the offeror's response to the objectives/requirements contained in the RFP.

- Hasty responses or responses which merely repeat the Performance Work Statement (PWS) cannot be considered as being responsive to the requirements of this RFP. Assurances of experience, capability, or qualifications, without a clear demonstration to support this claim may adversely influence the evaluation of the proposal. Unnecessary elaboration or other presentations beyond what is sufficient to present a complete and effective proposal are not desired.

- Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and that it will base its evaluation exclusively on the merits and content of the information presented in the offeror's proposal. Each volume shall be written on a stand- alone basis so that its contents may be evaluated without cross-referencing.

- Alternate proposals are not authorized. Exceptions to any terms and conditions of the RFP may make the proposal unacceptable. Moreover, proposals must respond to all requirements of the solicitation with no additions or deletions. Non-conformance with the solicitation requirements shall render the offer unacceptable and the Offeror may be deemed ineligible for award, at the sole discretion of the Contracting Officer. Note that an offeror may correct a deficiency only through negotiations.

- Offeror's proposals must be valid for at least 180 days after the final closing date of the solicitation.

E.1.2 Point of Contact

Joseph Armstrong
Contracting Officer
Joseph.Armstrong@dla.mil
(445)737-2371

E.1.3 Questions

Email questions to Joseph.Armstrong@dla.mil

Email responses shall have the subject line "BCS/UCS IDIQ RFP SP4705-26-R-0003 – Company Name – Amendment Questions".

Responses to the questions will be posted to SAM.gov prior to solicitation close date.

E.1.4 Proposal Submission and Address

Offer must submit complete proposal package stated here in.

Proposal must be **emailed** to the point of contact listed in this section by no later than solicitation close date 08/28/2026.

All email submissions shall be less than 10 MB. You may submit multiple emails if the total file size exceeds 10 MB. Email responses shall have the subject line "BCS/UCS IDIQ RFP SP4705-26-R-0003 – Company Name – Proposal Submission".

The Government will evaluate submissions based on the material presented in the written proposals. Any proposed alternative performance standards and percentage disincentives must be submitted in a tabular format cross-referencing the baseline PWS requirement.

E.1.5 Format and Content

This section specifies the format and content that offerors shall use for proposals. The goal is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. In order to receive full consideration, offerors are encouraged to ensure that the information provided within their proposal is factual, accurate and complete.

Each volume shall contain the following items in addition to the non-price and price proposal data required by the solicitation.

Defense Logistics Agency (DLA) Indefinite Delivery Indefinite Quantity (IDIQ)
Solicitation SP4705-26-R-0003-0001
BCS/UCS DLA Lifecycle Management Services Contract

Cover Page: The cover should indicate the following:

IDIQ Solicitation Number
Requirement Title
Proposal Volume Number
Volume Title
Company Name
Company Address
CAGE
Unique Entity ID
Name, title, email, and phone number of point of contact

Table of Contents: The table of contents shall provide sufficient detail as to allow the important elements to be easily located.

Cover Letter: The cover letter should be on company letterhead and must contain a statement committing the Offeror to the proposal and stating its **validity for a period of at least 180 days.** This letter must also include the name, title, phone number, and e-mail address for the persons authorized to negotiate with the Government in connection with the solicitation. The letter must be signed by personnel who is authorized to bind the firm contractually. Also include any exceptions/deviations to solicitation.

Proposal Structure:

Proposals submitted according to structure specified in the tables below. Title and table of contents pages do not count towards page limit. Proposal pages beyond the specified maximum limit will not be reviewed as part of the evaluation. If you do not follow the volume structure indicated below, your proposal may not be evaluated for award.

Volume I – Introductory Required Documents:

Document	Page Limit	Format
Cover Page	No limit	PDF
Cover Letter	No limit	PDF
SF1449 Completed and Signed	No limit	PDF
Solicitation Amendments Acknowledgment	No limit	PDF
List and Letter of Commitment from Subcontractors	No limit	PDF
Offeror Representations and Certifications	No limit	PDF

SAM certifications	No limit	PDF
Completed Attachment 3- Cross Reference Worksheet	No limit	Excel

Volume II – Factor 0: Entry Gate

Document	Page Limit	Format
Cover Page	No limit	PDF
Factor 0: Entry Gate Criteria–Subfactors 0A,0B, 0C, 0D, & 0E	50	PDF

Volume III - Factor 1: Technical Capability

Document	Page Limit	Format
Cover Page	No Limit	PDF
Factor 1: Technical Capability – Subfactors 1A & 1B	50	PDF

Volume IV – Factor 2: Sample Task Order Technical/Staffing Qualifications

Document	Page Limit	Format
Cover Page	No limit	PDF
Factor 2: Sample Task Order Technical/ Staffing Qualifications – Subfactor 2A, 2B, & 2C	20	PDF

Volume V – Factor 3: Past Performance

Document	Page Limit	Format
Cover Page	No limit	PDF
Factor 3: Past Performance	15	Excel

Volume VI – Factor 4: Price

Document	Page Limit	Format
Cover Page	No limit	PDF

Factor 4: Price	No limit	PDF
Factor 4: Price - supporting document if applicable	No limit	Excel/PDF

Volume VII: Examples Appendix Document

Document	Page Limit	Format
Example	No limit	PDF, Word, Excel

The Offeror:

(1) Is responsible for providing adequate documentation to enable a thorough evaluation of the proposal.

(2) Must use a Times New Roman 12 pt. normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers.

(3) Must mark each page of its proposal with the legend "**Source Selection Information – See FAR 2.101 and 3.104**." This includes the cover page.

(4) May include supporting rationale, additional information for pricing proposal in the pricing sheet or separate document.

(5)

Note:

The page limit indicated for Personnel Qualifications does not include resumes. The page limit does not include table of contents and DoDM 8140 certifications.

E.1.6 Evaluation Factors

Factor 0: Entry Gate
- Subfactor 0A: Security Technical Implementation Guides (STIGs) and Risk Management Framework (RMF)
- Subfactor 0B: Patch and Vulnerability Management Approach
- Subfactor 0C: 8140 Certified Personnel
- Subfactor 0D: Facility Size Experience
- Subfactor 0E: Facility Clearance Level

Non-price

Factor 1: Technical Capability
- Subfactor 1A: IDIQ Technical and Project Management Capabilities (Expertise, Approach)
- Subfactor 1B: BCS/UCS Experience and Multiple Sites Support

Factor 2: Sample Task Order Technical/Staffing Qualifications

Subfactor 2A: Maintenance Plan
Subfactor 2B: Quality Control Plan
Subfactor 2C: Key Personnel Qualifications

Factor 3: Past Performance

Price:

Factor 4: Price

E.1.7 Submission Instructions

Non-price proposal shall demonstrate the offeror's ability to meet or exceed the Government's requirements. There shall be no reference to pricing in the Non-Price proposal.

E.1.7.1 Factor 0: Entry Gate

E.1.7.1.1 Subfactor 0A: Security Technical Implementation Guides (STIGs) and Risk Management Framework (RMF)

Provide at least two examples of when work has been performed in support of the Security Implementation Guides (STIGs) as well as the Risk Management Framework (RMF) by providing a list and snapshot (just a representative sample portion and example of the documentation) you have previously provided in support of RMF for other DoD systems (Ex. CONOPS, Configuration Management Plan, STIGs, Plan of Action and Milestones).

E.1.7.1.2 Subfactor 0B: Patch and Vulnerability Management Approach

The Offeror must provide at least two examples of when work has been performed in support of patch and vulnerability management. The Offeror must describe the patch and vulnerability management approach (Information Assurance Vulnerability Alerts and others) for the supported systems identified in the PWS.

E.1.7.1.3 Subfactor 0C: 8140 Certified Personnel

In support of DoD Manual 8140.03 Cyberspace Workforce Qualification & Management Program, provide, at a minimum, two personnel supporting cybersecurity requirements. The Offeror must provide a list of personnel that currently have 8140 certifications who will be supporting the PWS, as well as copies of those certifications at the time of contract award. (451) System Administrator is required, and the basic level, as a minimum. Security + is preferred over A+.

E.1.7.1.4 Subfactor 0D: Facility Size Experience

The Offeror must provide at least two examples of when work has been performed in support of larger facility campuses similar to those in this Solicitation. At a minimum, the examples should show facility maintenance experience of a campus of at least 1 million square feet and 5 separate

facilities.

E.1.7.1.5 Subfactor 0E: Facility Clearance Level

The Offeror must provide a copy of the active favorable Facility Clearance certification.

E.1.7.2 Factor 1: Technical Capability

E.1.7.2.1 Subfactor 1A: IDIQ Technical and Project Management Capabilities (Expertise, Approach)

The offeror shall describe their approach for supporting BCS and UCS maintenance services by outlining how to best monitor overall system performance, manage risk, manage issues, and corrective actions to take. The Offeror may provide up to 25 projects/contracts worked during the previous 5 years demonstrating their: 1) understanding of required technical scope, 2) objectives, 3) performance expectations, 4) institutional experience, and 5) subject matter expertise within the proposal. Provide at least 1 example program management plan and set of deliverables detailed in the PWS to demonstrate the description in the proposal into Volume VII. Examples can utilize examples provided for other subfactors in Volume VII.

E.1.7.2.2 Subfactor 1B: BCS/UCS Experience and Multiple Sites Support

The Offeror may provide up to 25 projects/contracts worked during the previous 5 years demonstrating their: 1) experience supporting BCS/UCS maintenance services requirement, 2) experience supporting multiple locations sites and facilities on a contract, and 3) ability to work multiple projects simultaneously. Offeror must complete Attachment 5 - Contractor Experience Questionnaire and submit as a response to Subfactor 1B. No other documentation required.

E.1.7.3 Factor 2: Sample Task Order Technical/ Staffing Qualifications

Refer to Attachment 1 - PWS for this factor.

E.1.7.3.1 Subfactor 2A: Maintenance Plan

The Offeror shall provide a Routine/Preventive Maintenance Plan that outlines the Contractor's approach to testing, maintenance, repair, schedule, and includes a list of equipment and systems that are to receive these outlined procedures. The plan shall also include a description of the Routine/Preventive maintenance procedure and frequency. The Routine/Preventive Maintenance Plan shall be provided within 5 business days of contract award and re-submitted if significant changes occur.

Routine/Preventative Maintenance should address:

- Timeline/schedule for all Preventative Maintenance tasks (monthly, quarterly, annual, periodic) and coordination with Government Representatives.
- Performing emergency repairs and service orders/calls as necessary to ensure an acceptable level of service and continuous safe and effective operation of the equipment.
- Routine/Preventive (PM) and Computer Maintenance Management System (CMMS) of equipment to keep Elevators and Vertical Lifts running in exceptional operating condition and prevent any costly unplanned downtime from unexpected equipment failure.

Using the sample TO in Attachment 1.3, the Offeror shall describe their approach to developing the Routine/Preventive Maintenance Plan described above within the proposal. Provide at least 1 example Routine/Preventive Maintenance Plan and set of deliverables detailed in the sample TO to demonstrate the description in the proposal into Volume VII. Examples can utilize examples provided for other subfactors in Volume VII.

E.1.7.3.2 Subfactor 2B: Quality Control Plan

The Offeror shall describe the methodology of compliance with the Deliverables and Performance Requirements Summary outlined in the PWS sample TO. Provide at least 1 example Quality Control Plan and set of deliverables detailed in the sample TO to demonstrate the description in the proposal in Volume VII. Examples can utilize examples provided for other subfactors in Volume VII. The plan shall address the approach to maintain fully qualified personnel and to assure the highest performance of the work in accordance with sound and efficient management practices while also identifying and correcting deficiencies.

E.1.7.3.3 Subfactor 2C: Key Personnel Qualifications

The Offeror shall provide resumes of proposed key personnel and sufficient documentation of the certifications, licenses, and specific experience based on personnel qualification stated in the PWS and sample TO. Offeror shall use Attachment 4 – Key Personnel Resume Template.

E.1.7.4 Factor 3: Past Performance

The Offeror shall list no more than eight (8) contracts total which may include up to three (3) contracts from their subcontractor's past performance, awarded for work same or similar in scope: supported projects for BCS/UCS. The proposal shall include a narrative describing the following for each contract:

Required Narrative Element	Description
Entity Name	Government agency or private company name
Location	Full Address
Identification	Contract Number (if applicable)
Value	Total Dollar Value
Timeline	Period of Performance
Scope	Description of Work
Scale	Size and number of facilities

**If the Offeror does not have any past performance, provide an affirmative statement stating no past performance.*

E.1.7.5 Factor 4: Price

The offeror is responsible for providing adequate documentation to enable a thorough evaluation of the proposal. The Offeror is responsible for ensuring the pricing is complete and contains all the prices/costs necessary to accomplish the requirements.

Pricing Element	Description
Rough Order of Magnitude (ROM)	The total 5-year ROM will be calculated based on labor and material pricing. It will be evaluated for completeness, fairness, and reasonableness.
Hourly Ceiling Rates	Rates will be evaluated for reasonableness using competition and analysis techniques. Offerors must provide prices for ALL Labor Categories in the ROM or risk elimination. Pricing must not exceed two (2) decimal places.
Options	Includes FAR 52.217-9 and FAR 52.217-8. Evaluation of options does not obligate the Government to exercise them.
Total Offered Price	Provide firm-fixed pricing for a base plus four option periods (5 years total). Fully burdened labor rates must be provided for all categories.
Price Analysis	Conducted to determine if proposed prices are fair and reasonable. Comparison of proposed prices will usually satisfy this requirement under competitive conditions.
Wage Determination	All pricing shall be commensurate with Department of Labor SCA Wage Determinations available via SAM.gov.
Pricing Sheet	Must use Attachment 2 - Pricing Sheet in Excel format.

Notes:

(1) Please use 2 decimal points only (no ROUND function of Excel). No rounding of numbers in your spreadsheet as this can result in the Government calculating different totals when checking price proposal amounts.
(2) Offerors are required to identify any assumptions that may impact price.

(3) There shall be no reference to pricing in the Non-Price proposal or in the cover letter or executive summary.

E.2 Evaluation Factors for Award

E.2.1 General Information

Offers that do not conform to the requirements stated herein may be determined unacceptable. Only a complete proposal package submitted in accordance with Section E.1 Instructions to Offerors will be evaluated.

Proposals will be evaluated from a two-step process:

1. FIRST STEP: Entry Gate: proposals will be evaluated on the Cybersecurity Capabilities and Expertise.

2. SECOND STEP: Proposals will be evaluated on the basis of the Non-Price Evaluation Factors and then Price.

E.2.1.1 Solicitation Terms and Conditions

Offers that do not conform to the requirements stated herein may be determined unacceptable and may be rejected without further evaluation. Only complete proposal package submitted in accordance with

Section E.1 Instructions to Offers will be evaluated for consideration of an award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The Government reserves the right to determine any such exceptions unacceptable.

Offeror's proposal will be reviewed in following sequence and must be found acceptable at each level prior to advance to the next level in the process. Unacceptable rating will result in entire proposal package Unacceptable and eliminated for further evaluation for an award.

E.2.1.2 Exchanges with Offerors After Receipt of Proposals

The Government may evaluate proposals and make award without negotiations. If it is determined to be in the best interest of the Government to hold negotiations a Competitive Range may be established and offeror responses to Evaluation Notices (ENs) and the Final Proposal revision (FPR) will be considered in making the source selection decision. The Source Selection decision will then be based on the Final Proposal Revisions (FPRs) of the Offerors remaining in the Competitive Range at the time negotiations are closed. If the Offeror's proposal has been evaluated as acceptable at the time negotiations are closed, any changes or exceptions in the FPR are subject to evaluation and may introduce risk that the Offeror's proposal may be determined unacceptable and ineligible for award.

E.2.1.3 Basis for Award

The award shall be made to the responsible offeror(s) whose proposal is determined to be the best value to the Government, non-price factors and prices considered. The Government's objective is to obtain the highest quality services considered necessary to achieve the stated objectives of this acquisition, with fair and reasonable prices. An award(s) will be made based on a best value trade-off source selection process in accordance with DoD Source Selection Procedures dated August 20, 2022, and Federal Acquisition Regulation (FAR) Part 15, Contract by Negotiation. Tradeoffs may be made between Non-Price and Price. This may result in award to a higher rated, higher priced Offeror where the decision is consistent with the evaluation Factors and the Government reasonably determines that the technical approach of the higher priced Offeror outweighs the cost difference, and therefore represents the best value to the Government.

E.2.2 Entry Gate Criteria

Criteria: This entry gate criteria are pass or fail and evaluates whether the Offeror's evidence demonstrates the Offeror's familiarity and understanding of the cybersecurity aspects in accordance with the PWS.

Evaluation: This entry gate criteria evaluates whether the Offeror's evidence demonstrates the Offeror's cyber security ability to meet the solicitation requirements.

Adjectival Rating	Description
Acceptable	Proposal meets the entry gate criteria.
Unacceptable	Proposal does not meet the entry gate criteria.

Proposal must receive acceptable rating to advance to the tradeoff source selection. Unacceptable rating will result in entire proposal package Unacceptable and eliminated for further evaluation for an award.

E.2.3 Source Selection Methodology

The evaluation will be conducted in accordance with DoD Source Selection Procedures, paragraph 3.1.2.2 Methodology 2: Combined Technical/Risk Rating. The combined technical/risk rating includes consideration of risk in conjunction with the significant strengths, strength, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings. Combined technical/risk evaluations shall utilize the combined technical/risk ratings listed in Table 1 and Table 2.

Table 1 Combined Technical/Risk Rating

Color Rating	Adjectival Rating	Description
Blue	Outstanding (O)	Proposal meets requirements and indicates an **exceptional** approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good (G)	Proposal meets requirements and indicates a **thorough approach and understanding** of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low to moderate.
Green	Acceptable (A)	Proposal meets requirements and indicates an **Adequate approach** and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. Strengths and weaknesses are offset or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal (M)	Proposal **does not** clearly meet requirements and has **not demonstrated an adequate approach** and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable (U)	Proposal **does not meet requirements** and contains one or more **deficiencies** proposal is unawardable.

Table 2. Technical Risk Rating	
Rating	**Description**

Low	Proposal may contain weakness/weaknesses which have **low potential** to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor emphasis and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may have a **moderate potential** to cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome any difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to have **high potential** to cause significant disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will unlikely be able to overcome any difficulties.
Unacceptable	Proposal contains a deficiency or a combination of significant weaknesses that causes an **unacceptable level** of risk of unsuccessful performance.

Table 3. Strength/Weakness Definitions	
Significant Strength	An aspect of an Offeror's proposal with **appreciable merit** or will exceed specified performance or capability requirements to the **considerable advantage** of the Government during contract performance
Strength	An aspect of an Offeror's proposal that has **merit** or exceeds specified performance or capability requirements in a way that will be **advantageous** to the Government during contract performance.
Weakness	A flaw in the proposal that **increases the risk** of unsuccessful contract performance.
Significant Weakness	A flaw that **appreciably increases the risk** of unsuccessful contract performance.
Deficiency	A material **failure** of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

E.2.4 Evaluation Criteria

E.2.4.1 Factors and Subfactors

The Government will evaluate proposals using the factors and subfactors listed below.

Non-price

Factor 0: Entry Gate

Subfactor 0A: Security Technical Implementation Guides (STIGs) and Risk Management Framework (RMF) Subfactor 0B: Patch and Vulnerability Management Approach

Subfactor 0C: 8140 Certified Personnel
Subfactor 0D: Facility Size Experience
Subfactor 0E: Facility Clearance Level

Factor 1: Technical Capability
Subfactor 1A: IDIQ Technical and Project Management Capabilities (Expertise, Approach)
Subfactor 1B: BCS/UCS Experience and Multiple Sites Support

Factor 2: Sample Task Order Technical/Staffing Qualifications
Subfactor 2A: Maintenance Plan
Subfactor 2B: Quality Control Plan
Subfactor 2C: Key Personnel Qualifications

Factor 3: Past Performance

Price:

Factor 4: Price

E.2.4.2 Relative Importance

The relative importance of the evaluation factors and subfactors is established as follows:

Non-Price vs. Price:
All evaluation factors other than price (Factor 1, Factor 2, and Factor 3), when combined, are significantly more important than Price (Factor 4). As non-price ratings converge, the importance of price will increase in the award determination.

Among Non-Price Factors:
Factor 1 (Technical Capability), Factor 2 (Sample Task Order Technical/Staffing Qualifications), and Factor 3 (Past Performance) are equal in importance. However, Factor 1 and Factor 2, when combined, are more important than Factor 3.

Within Factors (Subfactor Weighting):
Within Factor 1, Subfactor 1A and Subfactor 1B are equal in importance.
Within Factor 2, Subfactor 2A, Subfactor 2B, and Subfactor 2C are equal in importance.

E.2.4.3 Rolled-Up Non-Price Rating

Each subfactor within a factor will be rated independently. The subfactor ratings will be rolled up into one rating under each factor and factor ratings will be rolled-up into one non-price rating from Table 1. An “unacceptable” rating for any of the subfactors will result in overall rating for non-price evaluation to be Unacceptable and therefore, eliminated for further evaluation for an

award.

E.2.4.4 Description of Factors and Subfactors

E.2.4.1 Factor 0: Entry Gate (Pass/Fail)
Through the subfactors of this factor, the Government will assess how the Offeror's proposed approach meets all requirements and challenges and demonstrates a clear understanding of the Cybersecurity Equivalent Facility Maintenance Experience, and Security Capabilities and Expertise. Also, the Offeror's proposed staffing plan must meet the qualifications stated in the PWS.

E.2.4.1.1 Subfactor 0A: Security Technical Implementation Guides (STIGs) and Risk Management Framework (RMF)
Provide at least two examples of when work has been performed in support of the Security Implementation Guides (STIGs) as well as the Risk Management Framework (RMF) by providing a list and snapshot (just a representative sample portion and example of the documentation) you have previously provided in support of RMF for other DoD systems (Ex. CONOPS, Configuration Management Plan, STIGs, Plan of Action and Milestones).

E.2.4.1.2 Subfactor 0B: Patch and Vulnerability Management Approach
Provide at least two examples of when work has been performed in support of patch and vulnerability management. The Offeror must describe the patch and vulnerability management approach (Information Assurance Vulnerability Alerts IAVAs and others) for the supported systems identified in the PWS.

E.2.4.1.3 Subfactor 0C: 8140 Certified Personnel
In support of DoD Manual 8140.03 Cyberspace Workforce Qualification & Management Program provides, at a minimum, two personnel supporting cybersecurity requirements. The Offeror must provide a list of personnel that currently have 8140 certifications who will be supporting the PWS, as well as copies of those certifications at the time of contract award. (451) System Administrator is required, and the basic level, as a minimum. Security + is preferred over A+.

E.2.4.1.4 Subfactor 0D: Facility Size Experience
The Offeror must provide at least two examples of when work has been performed in support of larger facility campuses similar to those in this Solicitation. At a minimum, the examples should show facility maintenance experience of a campus of at least 1 million square feet and 5 separate facilities.

E.2.4.1.5 Subfactor 0E: Facility Clearance Level
The Offeror must provide a copy of the active favorable Facility Clearance certification.

E.2.4.2 Factor 1: Technical Capability
Through the Subfactors of the Technical/Management Approach Factor, the Government will

assess the Offeror's familiarity, experience, and technical expertise in understanding and successfully performing the BCS UCS OT Equipment Maintenance Support requirement. Also, the Offeror's proposed staffing plan must meet the qualifications stated in the PWS.

E.2.4.2.1 Subfactor 1A: IDIQ Technical and Project Management Capabilities (Expertise, Approach)

This subfactor evaluates whether the Offeror's plan demonstrates a clear, comprehensive understanding of the required technical scope, objectives, and performance expectations and demonstrates the institutional experience and subject matter expertise relevant to the required facilities, technologies, systems, utilities, and mission environments. The Offeror's proposed approach must also demonstrate the Contractor has a structured, credible project management methodology with effective processes for monitoring performance, managing risks, and issues, implementing corrective actions, and ensuring transparency and communication with the Government. The example documentation provided by the offeror in Volume VII will be used as demonstrations of the offerors' plan.

E.2.4.2.2 Subfactor 1B: BCS/UCS Experience and Multiple Sites Support

This subfactor evaluates whether the Offeror's Plan demonstrates experience with lifecycle maintenance and support of BCS and UCS Systems. The Offeror should demonstrate and understanding of applicable industry standards, interoperability requirements, cybersecurity considerations, and system lifecycle support needs. The Offeror's proposal must also provide a clear and feasible approach for providing simultaneous support across multiple geographically dispersed locations sites and facilities by providing a staffing and resource model that ensures adequate coverage, surge capability, and continuity of operations at all support sites.

E.2.4.3 Factor 2: Sample Task Order Technical/ Staffing Qualifications

Through the subfactors of this factor, the Government will assess how the Offeror's proposed approach meets all requirements and challenges and demonstrates a clear understanding of the BCS UCS OT Equipment systems requirements. Also, the Offeror's proposed staffing plan must meet the qualifications stated in the PWS.

E.2.4.3.1 Subfactor 2A: Maintenance Plan

This subfactor evaluates whether the Offeror's plan demonstrates thorough understanding of preventative and corrective maintenance activities required to keep all BCS UCS systems fully operational and compliant. The example documentation provided by the offeror in Volume VII will be used as demonstrations of the offerors' plan. Preventative Maintenance includes a recurring set of scheduled services and actions which keep systems in a fully operational and compliant state. Corrective Maintenance includes the non-emergency (non-recurring unscheduled) and emergency (requires immediate action) repairs or services required to restore systems/subsystems/equipment/software to a fully operational state.

E.2.4.3.2 Subfactor 2B: Quality Control Plan

This subfactor evaluates whether the Offeror's Quality Control Plan demonstrates methodology of compliance with the Deliverables in the sample TO PWS Quality Control section and Performance Requirements Summary outlined in the PWS. This subfactor also evaluates whether

the Offeror demonstrates its capability in maintaining adequate staffing to ensure the successful performance of the requirement, ensuring higher performance of contracting work, and identifying and correcting deficiencies.

E.2.4.3.3 Subfactor 2C: Key Personnel Qualifications

This subfactor evaluates whether proposed personnel meet the qualifications of the PWS and Instructions to Offerors. The Government will review and evaluate the Offeror's Key Personnel resumes, certifications, licenses, and specific experience documentation proposed for those resources listed as Key Personnel in the PWS 7.0 Personnel Requirement and sample Task Order. The resumes, certifications, licenses, and specific experience documentation of Key Personnel proposed will be evaluated for a clear demonstration that the proposed resources meet or exceed the education and experience requirements outlined in the PWS and sample TO and List of Attachments section of the solicitation.

E.2.4.4 Factor 3: Past Performance

This factor evaluates three aspects to the past performance: recency, relevancy, and quality of the offeror's past performance to determine their confidence level in successfully performing the requirement.

This factor evaluates whether the Offeror's recent and relevant past performance demonstrates experience with prior contracts or efforts that are similar in size, scope, and complexity to the requirements of the PWS. The Offeror should demonstrate experience providing comparable technical services, solutions, and support environments and provide evidence of reliable, timely and effective performance based on CPARS, Federal Awardee Performance and Integrity Information System (FAPIIS), Supplier Performance Risk System (SPRS), customer feedback, award fee determinations, or other documented performance indicators. If the Government's information conflicts with assertions made in the Offeror's proposal, the Offeror will be asked to clarify this information.

The past performance evaluation results in an assessment of the offeror's ability to meet the solicitation requirements. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. These shall be combined to establish a performance confidence assessment rating for each offeror, as described in the following paragraphs.

There are three aspects to the past performance evaluation: recency, relevance (including context of data), and quality (including general trends in contractor performance and source of information). All three aspects must be considered for each requirement evaluated.

I. Recency: The first aspect is to evaluate the recency of the offeror's past performance. Recency is generally expressed as a time period during which past performance

references are considered relevant, and is critical to establishing the relevancy of past performance information. The criteria to establish what prior performance is recent shall be unique to each source selection and shall be stated in the solicitation. The recency timeframe established should be based on the acquisition and the market/industry. A recency rating will be assigned per the two levels of recency as shown in Table 3a.

Table 3a. Past Performance Recency Rating	
Adjectival Rating	Description
Recent	Past performance (**contract active or ended**) within 5 years from closing date of this solicitation
Not Recent	Past performance (**contract active or ended**) over 5 years from closing date of this solicitation.

II. Relevance: The second aspect is to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. The criteria to establish what prior performance is relevant shall be unique to each source selection and shall be stated in the solicitation. In establishing what is relevant for the acquisition, consideration should be given to those aspects of an offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the offeror will successfully satisfy the current requirement. Common aspects of relevancy include, but are not limited to, similarity of product/service/support, complexity, facility size and number of facilities, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance. A relevancy rating will be assigned per the three levels of relevancy as shown in Table 3b.

III. Quality of Performance (Products or Services): The third aspect of the past performance evaluation is to establish the overall quality of the offeror's past performance. The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. The Past Performance Evaluation Team will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment rating.

Table 3b. Past Performance Relevancy Rating	
Adjectival Rating	Description
Very Relevant	Present/past performance effort involved **essentially** the same scope and magnitude of effort and complexities (contract total value over $10M, at least 10 supported sites, and performance

	period at least 12 months) this solicitation requires.
Relevant	Present/past performance effort involved **similar** scope and magnitude of effort and complexities (contract total value over $5M, at least 5 supported sites, and performance period at least 6 months) this solicitation requires.
Not Relevant	Present/past performance effort involved **little or none** of the scope and magnitude of effort and complexities (contract total value under $5M, less than 5 supported sites, and performance period less than 6 months) this solicitation requires.

Sources of Past Performance Information: Evaluation of past performance factor will be based on information provided by the offeror's proposal and information obtained from external sources including Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), and Supplier Performance Risk System (SPRS). If the Government's information conflicts with assertions made in the Offeror's proposal, the Offeror will be asked to clarify this information.

Performance Confidence Assessment: Past performance information will be reviewed and assessed to determine its recency, relevancy and quality in order to assign a Performance Confidence Assessment rating. In the case of offerors for which there is no information on past contract performance or where past contract performance information is not available, the offeror may not be evaluated favorably or unfavorably on the factor of past contract performance. In this case, the offeror's past performance is unknown and assigned a performance confidence rating of "Neutral." Each offeror shall be assigned one rating from Table 3c.

Table 3c. Performance Confidence Assessment Rating	
Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent / relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent / relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent / relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent / relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent / relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

E.2.6.4.4 Factor 4: Price

The offeror is responsible for providing adequate documentation to enable a thorough evaluation of the proposal. The Offeror is responsible for ensuring the pricing is complete, contains all the prices/costs necessary to accomplish the requirements. The price proposal will reflect the contractors understanding of the tasks the contractor is expected to perform. Offeror must use Attachment 2 - Pricing Sheet for price proposal. Additional information may be added to the spreadsheet under separate tabs.

Rough Order of Magnitude (ROM): The total 5-year ROM will be calculated based on labor and material pricing information provided. ROM will be evaluated for completeness, fairness and reasonableness. Hourly Ceiling Rates: Offered hourly labor rates will be evaluated for price reasonableness using competition and other price analysis techniques as necessary. Offerors are required to provide a price for ALL Labor Categories in ROM. If any Labor Category prices are missing, an offeror may be eliminated from consideration. Also, please ensure pricing is no more than two (2) decimal places are present. The offeror shall submit price proposals as shown in Section B of the RFP.

Options: This requirement includes FAR 52.217-9 Option to Extend the Terms of the Contract clause and prices for four option periods under this clause will be evaluated at time of award. Evaluation of options shall not obligate the Government to exercise the option(s). Evaluation of options shall not obligate the Government to exercise the option(s). FAR 52.217-8 Option to Extend Services clause is also included, and prices will be requested when the Government determines necessary to exercise this option and evaluated accordingly.

Total Offered Price: The offeror shall provide firm-fixed pricing for a base and four option periods; therefore, the total price is for 5 years. Pricing Sheet includes the anticipated labor categories (add additional labor categories as needed) that may be required under the task order along with pricing for each year. Fully burdened labor rates must be provided for all labor categories. Price proposal will be used to conduct price analysis to determine if the proposed task order price is fair and reasonable.

Price Analysis: Price analysis will be completed to determine proposed prices are fair and reasonable. The Offeror will propose a total firm-fixed price that will include all costs associated with meeting the task order requirement. A price analysis will be conducted to determine the total evaluated price to support the selection of the awarded Contractor. When contracting on a firm-fixed-price basis, comparison of the proposed prices will usually satisfy the requirement to perform a price analysis since competition normally establishes price reasonableness, and a cost analysis need not be performed.

Price Reasonableness: For a price to be reasonable, it shall represent a price to the Government that a prudent person would pay when consideration is given to the prices in the market. Normally, price reasonableness is established through adequate price competition but may also be determined through cost and price analysis techniques including comparison to existing similar contract price as described in FAR 15.404.

All pricing shall be commensurate with established labor hour rates as contained within Department of Labor SCA Wage Determination. You can access Wage Determination information by visiting SAM.gov.
Pricing Sheet: The offeror must submit their pricing proposal using Attachment 2 - Pricing Sheet provided with the RFP. Pricing Sheet in Excel format must be submitted in electronic form.

E.3 Offeror Representation and Certifications

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services. (OCT 202)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- **(1)** PSC 5510, Lumber and Related Basic Wood Materials;
- **(2)** Product or Service Group (PSG) 87, Agricultural Supplies;
- **(3)** PSG 88, Live Animals;
- **(4)** PSG 89, Subsistence;
- **(5)** PSC 9410, Crude Grades of Plant Materials;
- **(6)** PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10)PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended. “Sensitive technology"—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

i. To restrict the free flow of unbiased information in Iran; or

ii. To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) ***Service-disabled veteran***, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 size standards in this solicitation.

(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.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

i. One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

ii. Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at

FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that—

(i) It □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents that it □ is, □ is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror 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. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(7) WOSB joint venture eligible under the WOSB Program. The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(10) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that–

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror 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 shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order11246- (1) Previous contracts and compliance. The offeror represents that-

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(h) (1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for

those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ___
[List as necessary]

(v) The Government will evaluate ***offers*** in accordance with the policies and procedures of FAR part 25.

(2) ***Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II***. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Israeli End Products

Line Item No.

[List as necessary]

(3) ***Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III***. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.

(4)Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

i. The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
ii. The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.

[List as necessary]

iii. The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

□ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

□ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

□ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

□ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent

tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Line Item No.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that–

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision

to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that–

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be

registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that–

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or

percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that–

(i) It □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Alternate I (Feb 2024). As prescribed in 12.301 (b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

□ Black American.

□ Hispanic American.

□ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

□ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

□ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

□ Individual/concern, other than one of the preceding.

52.204-8 Annual Representations and Certifications.

As prescribed in 4.1202(a), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2026)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210

(2) The small business size standard is **$47,000,000**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 561210 if the acquisition—

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) □ Paragraph (d) applies.

(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting

[***Contracting Officer check as appropriate.***]

_____(i) 52.204-17, Ownership or Control of Offeror.

_____(ii) 52.204-20, Predecessor of Offeror.

_____(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(i) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information,

the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to

this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

E.4 Provisions

The following provisions are included in full test.

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services.

As prescribed in 12.301(b)(1), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038)(FEB 2026)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is 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.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more

favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids*). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101–29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at https://assist.dla.mil.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at https://assist.dla.mil.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by—

(i) Using the ASSIST feedback module (https://assist.dla.mil/feedback); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571–767–6688 or email at assisthelp@dla.mil.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.*(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its

name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one.
The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services.

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038)(FEB 2026)

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

Refer to RFP Section for Evaluation Factors for Award.

(b) ***Options***. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

FAR 52.207-6 - Solicitation of Offers from Small Business Concerns and Small Business Teaming

Arrangements or Joint Ventures (Multiple-Award Contracts) (AUG2024)

As prescribed in 7.107-6 , insert the following provision:

Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)

(a) Definition. "Small Business Teaming Arrangement," as used in this provision-

(1) Means an arrangement where–

(i) Two or more small business concerns have formed a joint venture; or

(ii) A small business offeror agrees with one or more other small business concerns to have them act as its subcontractors under a specified Government contract. A Small Business Teaming Arrangement between the offeror and its small business subcontractor(s) exists through a written agreement between the parties that–

(A) Is specifically referred to as a "Small Business Teaming Arrangement"; and

(B) Sets forth the different responsibilities, roles, and percentages (or other allocations) of work as it relates to the acquisition;

(2) (i) For civilian agencies, may include two business concerns in a mentor-protégé relationship when both the mentor and the protégé are small or the protégé is small and the concerns have received an exception to affiliation pursuant to 13 CFR 121.103(h)(3)(ii) or (iii).

(ii) For DoD, may include two business concerns in a mentor-protégé relationship in the Department of Defense Mentor-Protégé Program (see 10 U.S.C. 4902) when both the mentor and the protégé are small. There is no exception to joint venture size affiliation for offers received from teaming arrangements under the DoD Mentor-Protégé Program; and

(3) See 13 CFR 121.103(b)(9) regarding the exception to affiliation for offers received from Small Business Teaming Arrangements in the case of a solicitation of offers for a bundled contract with a reserve.

(b) The Government is soliciting and will consider offers from any responsible source, including responsible small business concerns and offers from Small Business Teaming Arrangements or joint ventures of small business concerns.

(End of provision)

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

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-

The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

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

(b) *Prohibition*.

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

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

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

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

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

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

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

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

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

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.

The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded

"will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

FAR 52.204-26 - Covered Telecommunications Equipment or Services-Representation (OCT 2020)

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

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)

(1) *Representation.* The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

FAR 52.209-7 - Information Regarding Responsibility Matters (DEVIATION 2026-O0038)(FEB 2026)

(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)

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION 2026-O0038)(FEB 2026)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that–

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

FAR 52.217-5 Evaluation of Options (DEVIATION 2026-O0038)(FEB 2026)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

FAR 52.230-1 - Cost Accounting Standards Notices and Certification (DEVIATION 2026-O0038)(FEB 2026)

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) 30.201-4(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 99must, 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)

Alternate I (Apr1996). As prescribed in 30.201-3(b), add the following paragraph (c)(5) to Part I of the basic provision:

□(5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

□ (i) A Disclosure Statement Filing Due Date of _____has been established with the cognizant Federal agency.

□ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

_____

DLAD 5452.233-9001 Disputes – Agreement to Use Alternative Dispute Resolution (ADR).

DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is

unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.
(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

DFARS 252.204-7016 - Covered Defense Telecommunications Equipment or Services—Representation (DEC 2019)

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018 , Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov/) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) *Representation*. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

DFARS 252.204-7017 - 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.

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)

DFARS 252.215-7008 - Only One Offer (DEC 2022)

(a) *Cost or pricing data requirements*. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to—

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010 , Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation*. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4 (c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification*].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to

submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts*. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

DFARS 252.215-7013 - Supplies and Services Provided by Nontraditional Defense Contractors (JAN 2023)

Offerors are advised that in accordance with 10 U.S.C. 3457, supplies and services provided by a nontraditional defense contractor, as defined in DFARS 202.101 , may be treated as commercial products or commercial services. The decision to apply commercial product or commercial service procedures to the procurement of supplies and services from a nontraditional defense contractor does not require a commercial product or commercial service determination and does not mean the supplies or services are commercial.

(End of provision)

DFARS 252.215-7016 - Notification to Offerors—Post-Award Debriefings (OCT 2025)

(a) Definition. As used in this provision—

" *Nontraditional defense contractor* " means an entity that is not currently performing and has not performed any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement (10 U.S.C. 3014).

(b) Postaward debriefing.

(1) Upon timely request, the Government will provide a written or oral postaward debriefing to successful or unsuccessful offerors for contract awards valued at $10 million or more, while protecting the confidential and proprietary information of other offerors. The request is considered timely if received within 3 days of notification of contract award.

(2) When required, the minimum postaward debriefing information will include the following:

(i) For contracts in excess of $10 million and not in excess of $100 million with a small business or nontraditional defense contractor, an option for the small business or nontraditional defense contractor to request disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(ii) For contracts in excess of $100 million, disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(3) If a required postaward debriefing is provided—

(i) The debriefed Offeror may submit additional written questions related to the debriefing not later than 2 business days after the date of the debriefing;

(ii) The agency will respond in writing to timely submitted additional questions within 5 business days after receipt by the contracting officer; and

(iii) The postaward debriefing will not be considered to be concluded until the later of—

(A) The date that the postaward debriefing is delivered, orally or in writing; or

(B) If additional written questions related to the debriefing are timely received, the date the agency delivers its written response.

(c) Contract performance. The Government may suspend performance of or terminate the awarded contract upon notice from the Government Accountability Office of a protest filed within the time periods listed in paragraphs (c)(1) through (3) of this provision, whichever is later:

(1) Within 10 days after the date of contract award.

(2) Within 5 days after a debriefing date offered to the protestor under a timely debriefing request in accordance with Federal Acquisition Regulation (FAR) 15.506 unless an earlier debriefing date is negotiated as a result.

(3) Within 5 days after a postaward debriefing under FAR 15.506 is concluded in accordance with Defense Federal Acquisition Regulation Supplement 215.506-70 (b).

(End of provision)

FAR 52.252-1 - 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): http://www.dla.mil/j-3/j-336/icps.htm

(End of provision)

The following provisions are incorporated by reference.

FAR		
NUMBER	**TITLE**	**DATE**
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.209-11	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.209-12	Certification Regarding Tax Matters	OCT 2025
52.216-1	Type of Contract: Firm-Fixed-Price (FFP) Indefinite-Delivery/Indefinite-Quantity (IDIQ)	(DEVIATION 2026-O0038) (FEB 2026)
“Sep52.216-27	Single or Multiple Awards	OCT 1995
52.225-6	Trade Agreement Certificate	FEB 2021
52.233-2	Service of Protest: Designated is contracting officer	(DEVIATION 2026-O0038) (FEB 2026)
52.237-1	Site Visit	APR 1984
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	(DEVIATION 2026-O0038) (FEB 2026)
52.252-1	Solicitation Provisions Incorporated by Reference	FEB 1998
DFARS		

252.204-7007	Alternate A, Annual Representations and Certifications	OCT 2025
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation	MAY 2021
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements	NOV 2025
252.204-7024	Notice on the Use of the Supplier Performance Risk System	(DEVIATION 2026-O0043) (FEB 2026)
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements	NOV 2025
252.219-7000	Advancing Small Business Growth	JUN 2023
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	AUG 2022
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2025
252.237-7024	Notice of Continuation of Essential Contractor Services	OCT 2010
252.240-7997	NIST SP 800-171 DoD Assessment Requirements	(DEVIATION 2026-O0025) (FEB 2026)
DLAD		
52.240-91	Security Prohibitions and Exclusions	(DEVIATION 2026-O0038) (FEB 2026)
5452.233-9001	Disputes - Agreement to Use Alternative Dispute Resolution (ADR)	JUN 2020