SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶ RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N4571A-26-R-0010	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)		PR 4932

7. ISSUED BY CODE

COMMANDER, NAVY INSTALLATIONS COMMAND
NAF ACQUISITIONS BRANCH N945
5720 INTEGRITY DRIVE LASSEN BUILDING 457
MILLINGTON, TN 38055-6500
POC: STEPHANIE BLAKEY, 901-305-9934
STEPHANIE.A.BLAKEY.NAF@US.NAVY.MIL

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

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

SOLICITATION

9. Sealed offers in original and - copies for furnishing the supplies or services in the Schedule will be received at the email specified in Item 7, until **4:00pm** *(Hour)* local time **17 AUGUST 2026** (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. L-6. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	STEPHANIE BLAKEY	901	305 - 9934		stephanie.a.blakey.naf@us.navy.mil

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OFFER *(Must be fully completed by offeror)*

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

13. **DISCOUNT FOR PROMPT PAYMENT** *(See Section I, Clause NARS.I053)* ▶	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. **ACKNOWLEDGMENT OF AMENDMENTS** *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

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

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

AWARD *(To be completed by Government)*

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

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

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

25. PAYMENT WILL BE MADE BY CODE

See Section G

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

28. AWARD DATE

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

PART I, SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. GENERAL. This is a procurement of the Commander, Navy Installations Command (CNIC) Morale, Welfare, and Recreation (MWR) Nonappropriated Funds Instrumentality (NAFI), hereinafter referred to as NAFI.

B-2. TYPE OF CONTRACT. It is anticipated that this solicitation is to be awarded as a Firm-Fixed- Price Indefinite Delivery Indefinite Quantity (IDIQ) type contract with a Base Period of One (1) year with Nine (9) One-year option periods.

B-3. TASK ORDERS.

(a) As needed, written Task Orders will be issued pursuant to this contract, setting forth the requirements for each location and/or service branch indicated on the task order.

(b) Each such order will be placed in writing (using DD Form 1155 or other appropriate form), and will indicate the Contract Number, Task Order Number, required CLIN and quantity, and the awarded dollar amount. Task Orders will be signed by a Contracting Officer; and the Contracting Officer will provide the Contractor with a signed copy of the Task Order for processing.

(c) The prices to be charged for Task Orders placed against this contract will be in accordance with the prices set forth in Section B-6 Supplies and Services Price/Cost Schedule for the base contract period, and any exercised option periods.

(d) Upon receipt of the Task Order, the Contractor shall deliver the items specified to CONUS and/or OCONUS locations within the number of days specified on the Task Order.

B-4. SUPPLIES AND/OR SERVICES PRICE/COST SCHEDULE. Offeror is to fill in the proposed pricing table below. The Government anticipates a labor mix from the below list of CLINS that will be utilized for issuing task orders against the contract. If additional lines or CLINS are needed for associated fees not listed, please include in the proposal.

B-5. AWARD. Upon award of contract, Sections K, L, and M of the solicitation will be removed, and the Contractor's technical proposal, including any revisions will be incorporated by reference, subject to Clause NARS.I015 (Order of Precedence).

B-6.

BASE PERIOD – POP: 1 OCTOBER 2026 – 30 SEPTMEBER 2027				
CLIN #	**DESCRIPTION**	**UNIT**	**UNIT COST**	**CEILING PRICE**
0001	**Navy**	LO	N/A	$2,665,400.00
0001AA	Initial Training	EA		
0001AB	Annual Training	EA		
0001AC	Orientation	EA		
0001AD	Virtual Training	EA		
0001AE	Resource Materials*	LO		
0001AF	E-Learning Webinar Series	LO		
0001AG	Research	HR		
0001AH	Estimated Travel Expenses	LO		

0002	**Air Force**	LO	N/A	$1,889,200.00
0002AA	Initial Training	EA		
0002AB	Annual Training	EA		
0002AC	Orientation	EA		
0002AD	Virtual Training	EA		
0002AE	Resource Materials*	LO		
0002AF	E-Learning Webinar Series	LO		
0002AG	Research	HR		
0002AH	Estimated Travel Expenses	LO		
0003	**Army Reserve**	LO	N/A	$125,000.00
0003AA	Initial Training	EA		
0003AB	Annual Training	EA		
0003AC	Orientation	EA		
0003AD	Virtual Training	EA		
0003AE	Resource Materials*	LO		
0003AF	E-Learning Webinar Series	LO		
0003AG	Research	HR		
0003AH	Estimated Travel Expenses	LO		
			BASE PERIOD CEILING	**$4,679,600.00**

*Reference Section J, Exhibit A, Resource Materials Menu, with available resources and unit pricing.

OPTION PERIOD 1 – POP: 1 OCTOBER 2027 – 30 SEPTMEBER 2028				
CLIN #	**DESCRIPTION**	**UNIT**	**UNIT COST**	**CEILING PRICE**
1001	**Navy**	LO	N/A	$2,745,362.00
1001AA	Initial Training	EA		
1001AB	Annual Training	EA		
1001AC	Orientation	EA		
1001AD	Virtual Training	EA		
1001AE	Resource Materials*	LO		
1001AF	E-Learning Webinar Series	LO		
1001AG	Research	HR		
1001AH	Estimated Travel Expenses	LO		
1002	**Air Force**	LO	N/A	$1,945,876.00
1002AA	Initial Training	EA		
1002AB	Annual Training	EA		
1002AC	Orientation	EA		
1002AD	Virtual Training	EA		
1002AE	Resource Materials*	LO		
1002AF	E-Learning Webinar Series	LO		
1002AG	Research	HR		
1002AH	Estimated Travel Expenses	LO		
1003	**Army Reserve**	LO	N/A	$128,750.00
1003AA	Initial Training	EA		
1003AB	Annual Training	EA		
1003AC	Orientation	EA		

1003AD	Virtual Training	EA		[redacted]
1003AE	Resource Materials*	LO		
1003AF	E-Learning Webinar Series	LO		
1003AG	Research	HR		
1003AH	Estimated Travel Expenses	LO	[redacted]	
			OPTION PERIOD 1 CEILING	**$4,819,988.00**

*Reference Section J, Exhibit A, Resource Materials Menu, with available resources and unit pricing.

OPTION PERIOD 2 – POP: 1 OCTOBER 2028 – 30 SEPTMEBER 2029				
CLIN #	**DESCRIPTION**	**UNIT**	**UNIT COST**	**CEILING PRICE**
2001	**Navy**	LO	N/A	$2,827,722.86
2001AA	Initial Training	EA		[redacted]
2001AB	Annual Training	EA		
2001AC	Orientation	EA		
2001AD	Virtual Training	EA		
2001AE	Resource Materials*	LO		
2001AF	E-Learning Webinar Series	LO		
2001AG	Research	HR		
2001AH	Estimated Travel Expenses	LO	[redacted]	
2002	**Air Force**	LO	N/A	$2,004,252.28
2002AA	Initial Training	EA		[redacted]
2002AB	Annual Training	EA		
2002AC	Orientation	EA		
2002AD	Virtual Training	EA		
2002AE	Resource Materials*	LO		
2002AF	E-Learning Webinar Series	LO		
2002AG	Research	HR		
2002AH	Estimated Travel Expenses	LO	[redacted]	
2003	**Army Reserve**	LO	N/A	$132,612.50
2003AA	Initial Training	EA		[redacted]
2003AB	Annual Training	EA		
2003AC	Orientation	EA		
2003AD	Virtual Training	EA		
2003AE	Resource Materials*	LO		
2003AF	E-Learning Webinar Series	LO		
2003AG	Research	HR		
2003AH	Estimated Travel Expenses	LO	[redacted]	
			OPTION PERIOD 2 CEILING	**$4,964,587.64**

*Reference Section J, Exhibit A, Resource Materials Menu, with available resources and unit pricing.

OPTION PERIOD 3 – POP: 1 OCTOBER 2029 – 30 SEPTMEBER 2030				
CLIN #	**DESCRIPTION**	**UNIT**	**UNIT COST**	**CEILING PRICE**
3001	**Navy**	LO	N/A	$2,912,554.55

3001AA	Initial Training	EA		[redacted]
3001AB	Annual Training	EA		[redacted]
3001AC	Orientation	EA		[redacted]
3001AD	Virtual Training	EA		[redacted]
3001AE	Resource Materials*	LO		[redacted]
3001AF	E-Learning Webinar Series	LO		[redacted]
3001AG	Research	HR		[redacted]
3001AH	Estimated Travel Expenses	LO	[redacted]	
3002	**Air Force**	LO	N/A	$2,064,379.85
3002AA	Initial Training	EA		[redacted]
3002AB	Annual Training	EA		[redacted]
3002AC	Orientation	EA		[redacted]
3002AD	Virtual Training	EA		[redacted]
3002AE	Resource Materials*	LO		[redacted]
3002AF	E-Learning Webinar Series	LO		[redacted]
3002AG	Research	HR		[redacted]
3002AH	Estimated Travel Expenses	LO	[redacted]	
3003	**Army Reserve**	LO	N/A	$136,590.88
3003AA	Initial Training	EA		[redacted]
3003AB	Annual Training	EA		[redacted]
3003AC	Orientation	EA		[redacted]
3003AD	Virtual Training	EA		[redacted]
3003AE	Resource Materials*	LO		[redacted]
3003AF	E-Learning Webinar Series	LO		[redacted]
3003AG	Research	HR		[redacted]
3003AH	Estimated Travel Expenses	LO	[redacted]	
			OPTION PERIOD 3 CEILING	**$5,113,525.27**

*Reference Section J, Exhibit A, Resource Materials Menu, with available resources and unit pricing.

OPTION PERIOD 4 – POP: 1 OCTOBER 2030 – 30 SEPTMEBER 2031				
CLIN #	**DESCRIPTION**	**UNIT**	**UNIT COST**	**CEILING PRICE**
4001	**Navy**	LO	N/A	$2,999,931.18
4001AA	Initial Training	EA		[redacted]
4001AB	Annual Training	EA		[redacted]
4001AC	Orientation	EA		[redacted]
4001AD	Virtual Training	EA		[redacted]
4001AE	Resource Materials*	LO		[redacted]
4001AF	E-Learning Webinar Series	LO		[redacted]
4001AG	Research	HR		[redacted]
4001AH	Estimated Travel Expenses	LO	[redacted]	
4002	**Air Force**	LO	N/A	$2,126,311.24
4002AA	Initial Training	EA		[redacted]
4002AB	Annual Training	EA		[redacted]
4002AC	Orientation	EA		[redacted]
4002AD	Virtual Training	EA		[redacted]

4002AE	Resource Materials*	LO		
4002AF	E-Learning Webinar Series	LO		
4002AG	Research	HR		
4002AH	Estimated Travel Expenses	LO		
4003	**Army Reserve**	LO	N/A	$140,688.60
4003AA	Initial Training	EA		
4003AB	Annual Training	EA		
4003AC	Orientation	EA		
4003AD	Virtual Training	EA		
4003AE	Resource Materials*	LO		
4003AF	E-Learning Webinar Series	LO		
4003AG	Research	HR		
4003AH	Estimated Travel Expenses	LO		
			OPTION PERIOD 4 CEILING	**$5,266,931.03**

*Reference Section J, Exhibit A, Resource Materials Menu, with available resources and unit pricing.

OPTION PERIOD 5 – POP: 1 OCTOBER 2031 – 30 SEPTMEBER 2032				
CLIN #	**DESCRIPTION**	**UNIT**	**UNIT COST**	**CEILING PRICE**
5001	**Navy**	LO	N/A	$3,089,929.12
5001AA	Initial Training	EA		
5001AB	Annual Training	EA		
5001AC	Orientation	EA		
5001AD	Virtual Training	EA		
5001AE	Resource Materials*	LO		
5001AF	E-Learning Webinar Series	LO		
5001AG	Research	HR		
5001AH	Estimated Travel Expenses	LO		
5002	**Air Force**	LO	N/A	$2,190,100.58
5002AA	Initial Training	EA		
5002AB	Annual Training	EA		
5002AC	Orientation	EA		
5002AD	Virtual Training	EA		
5002AE	Resource Materials*	LO		
5002AF	E-Learning Webinar Series	LO		
5002AG	Research	HR		
5002AH	Estimated Travel Expenses	LO		
5003	**Army Reserve**	LO	N/A	$144,909.26
5003AA	Initial Training	EA		
5003AB	Annual Training	EA		
5003AC	Orientation	EA		
5003AD	Virtual Training	EA		
5003AE	Resource Materials*	LO		
5003AF	E-Learning Webinar Series	LO		
5003AG	Research	HR		
5003AH	Estimated Travel Expenses	LO		

OPTION PERIOD 5 CEILING	**$5,424,938.96**

*Reference Section J, Exhibit A, Resource Materials Menu, with available resources and unit pricing.

OPTION PERIOD 6 – POP: 1 OCTOBER 2032 – 30 SEPTMEBER 2033				
CLIN #	**DESCRIPTION**	**UNIT**	**UNIT COST**	**CEILING PRICE**
6001	**Navy**	LO	N/A	$3,182,626.99
6001AA	Initial Training	EA		
6001AB	Annual Training	EA		
6001AC	Orientation	EA		
6001AD	Virtual Training	EA		
6001AE	Resource Materials*	LO		
6001AF	E-Learning Webinar Series	LO		
6001AG	Research	HR		
6001AH	Estimated Travel Expenses	LO		
6002	**Air Force**	LO	N/A	$2,255,803.60
6002AA	Initial Training	EA		
6002AB	Annual Training	EA		
6002AC	Orientation	EA		
6002AD	Virtual Training	EA		
6002AE	Resource Materials*	LO		
6002AF	E-Learning Webinar Series	LO		
6002AG	Research	HR		
6002AH	Estimated Travel Expenses	LO		
6003	**Army Reserve**	LO	N/A	$149,256.54
6003AA	Initial Training	EA		
6003AB	Annual Training	EA		
6003AC	Orientation	EA		
6003AD	Virtual Training	EA		
6003AE	Resource Materials*	LO		
6003AF	E-Learning Webinar Series	LO		
6003AG	Research	HR		
6003AH	Estimated Travel Expenses	LO		
			OPTION PERIOD 6 CEILING	**$5,587,687.13**

*Reference Section J, Exhibit A, Resource Materials Menu, with available resources and unit pricing.

OPTION PERIOD 7 – POP: 1 OCTOBER 2033 – 30 SEPTMEBER 2034				
CLIN #	**DESCRIPTION**	**UNIT**	**UNIT COST**	**CEILING PRICE**
7001	**Navy**	LO	N/A	$3,278,105.80
7001AA	Initial Training	EA		
7001AB	Annual Training	EA		
7001AC	Orientation	EA		
7001AD	Virtual Training	EA		
7001AE	Resource Materials*	LO		

7001AF	E-Learning Webinar Series	LO		
7001AG	Research	HR		
7001AH	Estimated Travel Expenses	LO		
7002	**Air Force**	LO	N/A	$2,323,477.71
7002AA	Initial Training	EA		
7002AB	Annual Training	EA		
7002AC	Orientation	EA		
7002AD	Virtual Training	EA		
7002AE	Resource Materials*	LO		
7002AF	E-Learning Webinar Series	LO		
7002AG	Research	HR		
7002AH	Estimated Travel Expenses	LO		
7003	**Army Reserve**	LO	N/A	$153,734.23
7003AA	Initial Training	EA		
7003AB	Annual Training	EA		
7003AC	Orientation	EA		
7003AD	Virtual Training	EA		
7003AE	Resource Materials*	LO		
7003AF	E-Learning Webinar Series	LO		
7003AG	Research	HR		
7003AH	Estimated Travel Expenses	LO		
			OPTION PERIOD 7 CEILING	**$5,755,317.74**

*Reference Section J, Exhibit A, Resource Materials Menu, with available resources and unit pricing.

OPTION PERIOD 8 – POP: 1 OCTOBER 2034 – 30 SEPTMEBER 2035				
CLIN #	**DESCRIPTION**	**UNIT**	**UNIT COST**	**CEILING PRICE**
8001	**Navy**	LO	N/A	$3,376,448.97
8001AA	Initial Training	EA		
8001AB	Annual Training	EA		
8001AC	Orientation	EA		
8001AD	Virtual Training	EA		
8001AE	Resource Materials*	LO		
8001AF	E-Learning Webinar Series	LO		
8001AG	Research	HR		
8001AH	Estimated Travel Expenses	LO		
8002	**Air Force**	LO	N/A	$2,393,182.04
8002AA	Initial Training	EA		
8002AB	Annual Training	EA		
8002AC	Orientation	EA		
8002AD	Virtual Training	EA		
8002AE	Resource Materials*	LO		
8002AF	E-Learning Webinar Series	LO		
8002AG	Research	HR		
8002AH	Estimated Travel Expenses	LO		
8003	**Army Reserve**	LO	N/A	$158,346.26

8003AA	Initial Training	EA		[redacted]
8003AB	Annual Training	EA		[redacted]
8003AC	Orientation	EA		[redacted]
8003AD	Virtual Training	EA		[redacted]
8003AE	Resource Materials*	LO		[redacted]
8003AF	E-Learning Webinar Series	LO		[redacted]
8003AG	Research	HR		[redacted]
8003AH	Estimated Travel Expenses	LO	[redacted]	[redacted]
			OPTION PERIOD 8 CEILING	**$5,927,977.27**

*Reference Section J, Exhibit A, Resource Materials Menu, with available resources and unit pricing.

OPTION PERIOD 9 – POP: 1 OCTOBER 2035 – 30 SEPTMEBER 2036				
CLIN #	**DESCRIPTION**	**UNIT**	**UNIT COST**	**CEILING PRICE**
9001	**Navy**	LO	N/A	$3,477,742.44
9001AA	Initial Training	EA		[redacted]
9001AB	Annual Training	EA		[redacted]
9001AC	Orientation	EA		[redacted]
9001AD	Virtual Training	EA		[redacted]
9001AE	Resource Materials*	LO		[redacted]
9001AF	E-Learning Webinar Series	LO		[redacted]
9001AG	Research	HR		[redacted]
9001AH	Estimated Travel Expenses	LO	[redacted]	[redacted]
9002	**Air Force**	LO	N/A	$2,464,977.50
9002AA	Initial Training	EA		[redacted]
9002AB	Annual Training	EA		[redacted]
9002AC	Orientation	EA		[redacted]
9002AD	Virtual Training	EA		[redacted]
9002AE	Resource Materials*	LO		[redacted]
9002AF	E-Learning Webinar Series	LO		[redacted]
9002AG	Research	HR		[redacted]
9002AH	Estimated Travel Expenses	LO	[redacted]	[redacted]
9003	**Army Reserve**	LO	N/A	$163,096.65
9003AA	Initial Training	EA		[redacted]
9003AB	Annual Training	EA		[redacted]
9003AC	Orientation	EA		[redacted]
9003AD	Virtual Training	EA		[redacted]
9003AE	Resource Materials*	LO		[redacted]
9003AF	E-Learning Webinar Series	LO		[redacted]
9003AG	Research	HR		[redacted]
9003AH	Estimated Travel Expenses	LO	[redacted]	[redacted]
			OPTION PERIOD 9 CEILING	**$6,105,816.59**

*Reference Section J, Exhibit A, Resource Materials Menu, with available resources and unit pricing.

(END OF SECTION B)

PART I, SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE WORK STATEMENT

C-1. INTRODUCTION. Commander, Navy Installations Command (CNIC) requires contractor support to provide transition and resiliency programming that incorporates a variety of deliverables that may include in-person training, virtual training, webinars, digital resources and physical materials for military-connected youth and professionals serving in Child and Youth Programs (CYP) across Navy, Air Force, and Army Reserve installations. The program will support military children and youth experiencing transitions such as relocation, deployment, reintegration, and other life changes by equipping youth leaders and CYP professionals with structured peer-to-peer resiliency tools.

C-2. SCOPE. Work performed under this contract will provide training, curriculum, program implementation support, and resiliency resources that enable School and CYP professionals to successfully implement a structured youth resiliency and transition support program within their youth programs. Programming shall empower youth to support peers experiencing military-related transitions through leadership development, mentorship, and peer-support initiatives.

C-3. BACKGROUND. Navy, Air Force, and Army Reserve Child and Youth Programs (CYP) (referred to as Service for this contract) are required by legislation identified in the National Defense Authorization Act (NDAA), Title 10 U.S.C. §1785, "Youth Sponsorship Program" and (Section 1785 of title 10, United States Code), Section 563 (a) of the National Defense Authorization Act (support to families with Special Education needs) and is specified within the DOD Instruction Youth Services (YS) 6060.04 to provide Child and Youth Education Services and a Youth Sponsorship Program for Youth. Execution includes providing resiliency and transition training/support and system navigation assistance to parents of K-12 children and Youth Programs for children ages 6 weeks through 18 years.

Military youth experience frequent relocations, parental deployments, school transitions, and other unique challenges associated with military life. These experiences require structured support systems that build resilience, peer leadership, and emotional intelligence. Transition and resiliency programs help youth:

- Develop leadership skills
- Build emotional resilience
- Support peers during life transitions
- Strengthen school and youth center communities

C-4. APPLICABLE DOCUMENTS AND REFERENCES.

(a) OPNAVINST 1700.9e CH-1 Child and Youth Program
(b) DoDI 6060.02 Child Development Programs
(c) DoDI 6060.04 Youth Services (YS) Policy
(d) DoD 5500.7-R Joint Ethics Regulation

C-5. TASK REQUIREMENTS.

C-5.1. Initial Training. The Contractor shall provide initial implementation training for school and CYP professionals supporting youth programs.

(a) Training shall be delivered face-to-face at each site, unless webinar is approved by the COR.

(b) Each training shall be scheduled for a minimum of two (2) consecutive six-hour days.

(c) Training shall focus on the following topics:

(i) Develop leadership skills
(ii) Build emotional resilience
(iii) Support peers during life transitions
(iv) Strengthen school and youth center communities

(d) Training shall include:
(i) Instructor-led training
(ii) Program implementation guidance
(iii) Youth leadership model training
(iv) Transition and resiliency curriculum
(v) Program facilitation strategies
(vi) Program evaluation techniques

C-5.2. Annual Training. The Contractor shall provide annual refresher training to reinforce program quality and support program sustainability, for school and CYP professionals supporting youth programs.

(a) Training shall be delivered face-to-face at each site, unless webinar is approved by the COR.

(b) Each training shall be scheduled for a minimum of one (1) six-hour day.

(c) Training shall focus on the following topics:
(i) Develop leadership skills
(ii) Build emotional resilience
(iii) Support peers during life transitions
(iv) Strengthen school and youth center communities

(d) Training shall include:
(i) Program updates
(ii) Best practice sharing
(iii) Program evaluation review
(iv) Advanced facilitation techniques

C-5.3. Orientation Session. The Contractor shall conduct virtual orientation sessions, providing an overview of program implementation and integration into youth programming environments. These sessions will be specifically for new program staff, school personnel, Military and Family Life Counselors (MFLC), and may be utilized for other populations as requested by COR.

C-5.4. Virtual Training and Assistance. The Contractor shall provide virtual training and assistance.

(a) Training sessions shall provide virtual training and technical assistance support to geographically dispersed locations, or to any other location requiring additional training or technical assistance.

(b) Each training shall be scheduled for a minimum of four (4) hours.

(c) Topics for each training shall be mutually agreed upon prior to delivery, with final direction and approval coming from the COR.

(d) Training and assistance may include, but are not limited to, the following topics:
  (i) Program implementation guidance
  (ii) Topic-specific resiliency training
  (iii) Youth leadership development topics

C-5.5. Resource Materials. The Contractor shall provide physical and digital resource materials to be integrated into program training, curriculum delivery, and for use in program implementation.

(a) Resource materials shall be designed to support youth experiencing a variety of life events, to include but not limited to:
- Relocation / moving
- Deployment
- Reintegration
- Grief and loss
- Family changes
- Peer support initiatives

(b) User throughput and material requirements will vary by installation; the Government will order resource materials on an as-needed basis from a pre-priced Resource Materials Menu, to be provided by Contractor in Section J, Exhibit A.

(c) Orders for resource materials will be placed by program managers, and shall only be fulfilled upon written approval from the COR.

(d) All resource materials shall be FOB Destination. Refer to Section F-3.2 for required delivery dates for digital and physical resource materials.

C-5.6. E-Learning Webinar Series. The Contractor shall develop and deliver an e-learning webinar series for each branch of service, with content that supports resiliency education for youth and program professionals. Webinars shall be:

(a) Delivered a minimum of two (2) times per year
(b) One (1) Hour in duration
(c) Interactive and include participant engagement
(d) Delivered live, online, and recorded for future access
(e) Housed in an online portal
(f) New content developed for each occurrence

C-5.7. Research. Contractor shall conduct non-re-occurring, peer-evaluated research of the program outcomes as directed by the COR, with the following controls:

(a) Peer evaluation will be selected by the COR from existing 4H Land Grant University partners.

(b) Focus of research shall be to measure impact on military children assigned to CYP and School Based Programs (SBP) and provide fact and research-based recommendations.

(c) Research results will be used to inform the design and direction of future webinars, ensuring they address participant needs and emerging trends.

(d) Research findings will be presented to Service leadership to provide a clear understanding of the program's outcomes, strengths, and areas for improvement, helping guide strategic decisions and resource allocation.

C-5.8. Customer Support. The Contractor shall provide customer support to include:

(a) Phone support, available during regular working hours, central time
(b) Email support, available during regular working hours, central time
(c) Web resources, with 24/7access
(d) Reports, in accordance with section F-3.1

C-5.9. Travel.

(a) The Contractor shall support travel requirements necessary to conduct installation visits, training delivery, and program implementation, worldwide. Installation locations can be found in Attachment 1, Section J.

(b) Travel will be reimbursed in accordance with NARS.I112 TRAVEL EXPENSES and NARS.I113 ITEMIZED TRAVEL INVOICES, referenced in Section I.

(c) All travel must be approved in advance by COR.

C-6. PERFORMANCE CRITERIA. Operational Hours. The normal duty schedule is between the hours of 0800 - 1700. The duty schedule is subject to change based on government requirements.

C-6.1. Federal Holidays - The U.S. Government recognizes the following Legal Holidays established by Federal Statute:

- New Year's Day – January 1
- Birthday of Martin Luther King Jr.– Third Monday in January
- Washington's Birthday – Third Monday in February
- Memorial Day – Last Monday in May
- Juneteenth National Independence Day- June 19
- Independence Day – July 4
- Labor Day – First Monday in September
- Columbus Day – Second Monday in October
- Veterans Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Christmas Day – December 25

C-6.2. When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. The list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination or Collective Bargaining Agreement regarding applicable paid holidays.

C-6.3. In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order

- Any other day designated by a Presidential Proclamation

C-6.4. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during a holiday or other day observed by the Government employees (see above holiday listing), the Contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed by the Government, either as a direct or indirect cost, other than their normal compensation for the time worked.

C-6.5. When the Department of Defense grants excused absence to its employees, the Contractor agrees to provide sufficient personnel to perform critical tasks already in operation or scheduled, and the Contractor shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer's Representative (COR).

C-6.6. If Government personnel are furloughed, the Contractor shall contact the Contracting Officer or the COR to receive direction. It is the Government's decision as to whether contract support will be affected as a result of Government shutdown and/or furloughed Government employees.

C-6.7. Nothing in this section abrogates the rights and responsibilities of the parties relating to any "stop work" clause or provision included in other sections of the contract.

C-6.8. Overtime is not authorized under this contract.

C-7. KEY PERSONNEL. The contractor shall designate and maintain a staffing structure that ensures the effective execution, management, and quality assurance of all requirements identified herein. Key Personnel shall include any instructors assigned to deliver training as outlined in this Performance Work Statement.

C-7.1. Key personnel must be clearly identified and available to provide direct oversight of technical, training, and consultation services.

C-7.2. Key personnel must possess qualifications, experience, and authority necessary to oversee program delivery, coordinate with Government stakeholders, and ensure compliance with applicable laws, regulations, and DoD policies. Minimum required qualifications include a Bachelor's degree, or three (3) years' experience working in an adult or child learning environment.

C-7.3. Contractor shall identify succession planning and back-up personnel to mitigate risk and maintain uninterrupted support in the event of staff turnover or absence.

C-7.4. Key Personnel changeover during the contract period of performance must be approved in writing by the COR within 30 days of the change. Contractor must submit a resume from the proposed replacement(s) for COR review and acceptance.

C-8. SECURITY. The Contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this contract. The Contractor shall not disclose and must safeguard sensitive information, computer systems and data, Privacy Act data, and Government and contracted personnel work products that are obtained or generated in the performance of this contract.

C-8.1. The Contractor is responsible for safeguarding information of a sensitive nature. Failure to safeguard any privileged information which may involve the Contractor or the Contractor's personnel or to which

they may have access may subject the Contractor and/or the Contractor's personnel to criminal liability under Title 18, section 793 and 798 of the United States Code.

C-8.2. Clearances - All Contractor employees supporting this project require a minimum of a National Agency Check and Inquiries (NACI) clearance.

C-8.3. Contractors supporting this requirement as Key Personnel must be able to obtain a Civilian Access Card (CAC), to be renewed yearly, for installation access.

C-8.4. Required Training.

(a) All Contractor employees who require installation access must successfully complete all Government required security and identity training courses, and forward proof of completion to the COR prior to CAC issuance.

(b) Training may include but is not limited to: DoD Cyber Awareness, Insider Threat Awareness, Operation Security Awareness, and Personally Identifiable Information (PII).

(c) Training is provided only by the Government at no cost to the Contractor. The Contractor is solely responsible for all labor hours, wages and costs associated with their employees completing these training requirements.

(d) Training requirements and instructions for access will be provided by the COR within 15 days of contract award.

(e) Contractor shall ensure all personnel complete training and forward certificates of completion to COR within ten (10) business days of receiving access instructions.

(f) Upon changeover of Key Personnel, Contractor shall request training instructions immediately upon approval of replacement and must ensure all personnel complete training and forward certificates of completion to COR within ten (10) business days of receiving instructions.

(g) Upon the execution of any contract option years, the Contractor shall ensure that all employees complete mandatory annual refresher training within 365 days of their previous completion date. The Contractor shall track renewal dates and forward certificates of completion to the COR. Failure to maintain annual training may result in the revocation of access and CAC credentials.

C-9. CONFIDENTIALITY. This project and all materials provided to the Contractor by the Government and results, conclusions and recommendations obtained thereof shall be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion of this project) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to the Government without the Government's express written consent.

C-10. INTELLECTUAL PROPERTY RIGHTS. No data provided to the Contractor shall be used for any purpose other than this contract and subsequent task orders. All physical and digital resources ordered under task orders shall become the property of the government. Training curriculum and information provided by the Contractor remain property of the Contractor at the completion of the task.

C-11. PRIVACY ACT. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. Any information reported, summarized, or otherwise considered procurement sensitive that comes about through the work performed will not be distributed or discussed outside the framework of this contract. All programs and materials developed at government expense during the course of this contract are the property of the government. Contractor personnel shall be required to obtain and maintain security badges and adhere to the security requirements of the installation. The Government will retain rights to all intellectual property produced in the course of performing the tasks in this PWS.

(END OF SECTION C)

PART I, SECTION D: PACKAGING AND MARKING- NOT APPLICABLE

(END OF SECTION D)

PART I, SECTION E: INSPECTION AND ACCEPTANCE

E-1. SURVEILLANCE, INSPECTIONS, AND ACCEPTANCE. All products, manuals, reports and deliverables must be approved by the COR as necessary.

The Contractor is responsible for the overall quality of contract performance and for the management of its own workforce. Contractor shall ensure that adequate quality assurance mechanisms are in place, including supervisory review, performance monitoring, and corrective actions processes, to verify that all deliverables meet or exceed the standards set in this Performance Work Statement (PWS).

The COR may clarify Contractor responsibilities within the requirements of the PWS. All work to be performed under this contract is subject to Government surveillance.

CLAUSE INCORPORATED BY REFERENCE

NARS.E001 INSPECTION OF SUPPLIES (AUG 1996)
NARS.E002 INSPECTION OF SERVICES (AUG 1996)

(END OF SECTION E)

PART I, SECTION F: DELIVERIES OR PERFORMANCE

F-1. PERIOD OF PERFORMANCE. Base period of one (1) year, and nine (9) one-year option periods.

Base Year	1 October 2026 – 30 September 2027
Option Year 1	1 October 2027 – 30 September 2028
Option Year 2	1 October 2028 – 30 September 2029
Option Year 3	1 October 2029 – 30 September 2030
Option Year 4	1 October 2030 – 30 September 2031
Option Year 5	1 October 2031 – 30 September 2032
Option Year 6	1 October 2032 – 30 September 2033

Option Year 7 | 1 October 2033 – 30 September 2034
Option Year 8 | 1 October 2034 – 30 September 2035
Option Year 9 | 1 October 2035 – 30 September 2036

F-2. PLACE OF PERFORMANCE. Unless travel is approved, work shall be at contractor's place of business. When travel is required and approved, locations will vary and may include any/all U.S. Department of Navy, U.S. Department of Air Force, and U.S. Army Reserve installations worldwide. Specific installation locations will be determined by the CNIC Contracting Officer Representative (COR) and coordinated with the Contractor at the time of the task order award. Listing of potential locations for each service can be found in Attachment 1, Section J.

F-3. DELIVERABLES.

F-3.1. Reports. Contractor shall provide reoccurring reports which include program status, highlights, and participation and are to be delivered to the COR via email as follows:

- Monthly; due by last Friday of each month.
- Annually; due by the last Friday of each contract Option Period.

F-3.2. Resource Materials.

(a) Physical Resource materials shall be delivered FOB Destination to installations, as directed by the COR, no later than 30 days after receipt of order (ARO).

(b) Digital resource materials shall be delivered electronically to the point(s) of contact identified by the COR, no later than seven (7) business days ARO.

F-3.3. Training Requirements. Contractor shall submit electronic certificates of completion for all initial, replacement or annual refresher training to the COR for all personnel requiring installation access. Submissions shall be delivered in accordance with the timelines established in C-8.4.

CLAUSE INCORPORATED BY REFERENCE

NARS.F009 F.O.B. DESTINATION (JAN 1991)
NARS.F011 NAFI DELAY OF WORK (APR 1984)

(END OF SECTION F)

PART I, SECTION G: CONTRACT ADMINISTRATION DATA

NARS.G001 INVOICING (OCT 2024)

NAF Clause NARS.I111 "Invoices." An invoice is a written request for payment under the contract for supplies/equipment delivered or for services rendered. In order to be proper, an invoice must include (and in order to support the payment of interest penalties) the following:

(a) Invoice Date;
(b) Name of Contractor;
(c) Contract number (include order number, if any), contract description of supplies or services, quantity, contract unit of measure, unit price, and extended total;

(d) Shipment number and date of shipment;
(e) Name and address to which payment is to be sent (name must be the same as that in the contract or on a proper notice of assignment);
(f) Name (where practicable), title, telephone number and mailing address of person to be notified in the event of a defective invoice; and
(g) Any other information or documentation required by other provisions of the contract (such as evidence of shipment).

Invoices shall be prepared and submitted to the point of contact identified in the following section titled 'Appointment of Contracting Officer's Representatives'. Invoices shall be submitted by the Contractor on a monthly basis for the monthly service and will be paid in arrears. The NAFI will not make a payment for deliverables that have not been inspected and accepted by the Contracting Officer's Representative.

(End of clause)

NARS.G002 ACCOUNTING CLASSIFICATION (OCT 2024)

ACCOUNTING AND APPROPRIATION DATA: NONAPPROPRIATED FUNDS

Company Code: 6511
Cost Center: 27048
GL Account: 783089/783000

No appropriated funds of the United States will be obligated, due or payable to a Contractor as a result of this solicitation and, if awarded, any resulting contract.

(End of clause)

NARS.G003 FINAL PAYMENT (OCT 2024)

Invoices for final payment must be identified and submitted at the end of the contract and no further charges are to be incurred along with a "release of claims" memo. The closeout invoice, or a written notification that final invoicing has been completed, must be submitted within 60 working days of contract completion. A copy of a Final Acceptance Completion Report must be attached to the final invoice. If the Contractor requires an extension to the contract, a request with supporting rationale must be received by the COR and the Contracting Officer a minimum of 60 days prior to the end of the contract.

(End of clause)

NARS.G004 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2024)

a. The Contracting Officer's Representative (COR) will be identified by separate letter at contract award.

b. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or performance work statement, and monitoring the progress and quality of Contractor performance. The COR is not a Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract, or to direct the accomplishment of effort which goes beyond the scope of the performance work statement in the contract.

c. It is emphasized that only a Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and anyone other than the Contracting Officer be effective or binding on the Government. If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction unless the Contracting Officer has issued a contractual change or otherwise resolved the issue.

(End of clause)

(END OF SECTION G)

PART I, SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1. SOFA CONTRACT CLAUSE: Invited Contractor Or Technical Representative Status Under U.S. – Republic Of Korea (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage http://www.usfk.mil

(a) Definitions. As used in this clause—
"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country Contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

"Responsible Officer (RO)" means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15289, APO AP 96205-5289.

(c) The Contracting Officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate Contractor status under the SOFA and notify the Contracting Officer of that determination.

(d) Subject to the above determination, the Contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The Contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The Contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited Contractors and technical representatives, including Contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited Contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for Contractor air crews flying Air Mobility Command missions, all U.S. Contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the Contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the Contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited Contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the Contractor in the performance of the contract and will not justify or excuse the Contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the Contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur.

(i) Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are

force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All Contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The Contractor shall designate a representative to provide Contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential Contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for Contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

(END OF SECTION H)

PART II –SECTION I CONTRACT CLAUSES

NONAPPROPRIATED FUND CONTRACT CLAUSES

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PART II, SECTION I – NON-APPROPRIATED FUND CLAUSES continued

NARS.I001 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in CNIC M-7043.1 the Non-appropriated Fund Acquisition Rules Manual (NAR), the word or term has the same meaning as the definition in CNIC M-7043.1 NAR Part 02 in effect at the time the solicitation was issued, unless-

a. The solicitation, or amended solicitation, provides a different definition;

b. The contracting parties agree to a different definition;

c. The part, subpart, or section of the NAR where the provision or clause is prescribed provides a different meaning;

d. The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in CNIC M-7043.1 NAR Part 02, then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(End of clause)

NARS.I002 LEGAL STATUS NON-APPROPRIATED FUND INSTRUMENTALITY (OCT 2024)
The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States. NO APPROPRIATED FUNDS OF THE UNITED STATES WILL BECOME DUE OR BE PAID A CONTRACTOR BY REASON OF THIS CONTRACT.

(End of clause)

NARS.I010 EXAMINATION OF RECORDS (NAFI 1006 MAR 2014)
a. The Contractor agrees that the Contracting Officer or a duly authorized representative(s) will have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and until expiration of three years after the final payment under the contract.

b. The Contractor must include this clause in all subcontracts.

(End of Clause)

NARS.I012 INSURANCE (NAFI 1008 OCT 2013)
a. The Contractor will, at its own expense, provide and maintain during the entire performance period of this contract at least the insurance coverage as stated in this contract. In no event will the coverage be less than the minimum requirements established by applicable state and local regulations and laws for the risk associated with the services to be provided by the contract. The Contractor will be fully responsible to the NAFI for errors and omissions of its associates' and subcontractors' under this contract.

b. The Contractor will furnish to the Contracting Officer a current certificate of insurance prior to the commencement of performance under the contract. The “INSURED” block of the Certificate of Insurance must list both the Contractor’s name / (or Contractor’s d.b.a. name) and the contract number. The Certificates of Insurance will evidence that all lines of insurance coverage required by the contract are in effect, and that not less than thirty (30) days prior written notice will be provided to the Contracting Officer in the event of modification, cancellation, or non-renewal of any portion of the insurance coverage(s). All certificates of insurance must list the NAFI as the certificate holder, name the NAFI and the United States as additional insureds, and carry an endorsement waiving the Contractor’s rights to subrogation against the NAFI and the United States.

(End of Clause)

NARS.I013 HOLD AND SAVE HARMLESS (NAFI 1007 APR 2014)
a. The Contractor agrees to indemnify and hold harmless the NAFI and any other agency or instrumentality of the United States, and their officers, agents, and employees, from any loss, expense, damage, injury, claim, suit or judgment (including administrative actions taken against the NAFI by other federal, state or local agencies) arising from the contractor's (employee's, agent's or subcontractor's) acts or omissions or the items/services provided pursuant to the contract (including any patent, copyright, or trademark infringement claimed by a third party in connection with the items/services provided by the contractor).

b. Nothing contained herein, however, will relieve or be construed as relieving the NAFI or any other agency or instrumentality of the United States from any liability resulting from its negligence.

(End of Clause)

NARS.I014 ADVERTISEMENTS (NAFI 1005 MAY 2013)

a. The Contractor must not represent in any manner, expressly or by implication, that items or services purchased or sold under this contract are approved or endorsed by any element of the U.S. Government, including the NAFI.

b. All Contractor advertisements that refer to the NAFI or a NAFI activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the U.S. Government or the NAFI.

(End of Clause)

NARS.I015 ORDER OF PRECEDENCE (OCT 2024)

In the event of an inconsistency between provisions of this solicitation/contract, the inconsistency will be resolved by giving precedence in the following order:

(1) Description of the supplies/equipment or services and prices/costs;
(2) Description/specifications/work statement;
(3) Special contract requirements;
(4) Contract clauses;
(5) Other provisions of the solicitation/award; and;
(6) Any portion of the Contractor's bid or proposal that has been incorporated by reference and made a part of the contract.

(End of Clause)

NARS.I045 RESTRICTION ON CERTAIN FOREIGN PURCHASES (FEB 2021)

a. Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

b. Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

c. The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

NARS.I050 TAXES (NAFI 1018.1 NOV 2014)

a. Except as may be otherwise provided in this contract, the contract price includes all taxes, duties, or other public charges in effect and applicable to this contract on the contract date, except any tax, duty or other public charge which by law, regulation or governmental agreement is not applicable to expenditures made by the

NAFI or on its behalf: or any tax, duty, or other public charge from which the Contractor, or any subcontractor hereunder, is exempt by law, regulation or otherwise. If any such tax, duty, or other public charge has been included in the contract price, through error or otherwise, the contract price will be correspondingly reduced.

b. If for any reason, after the contract date of execution, the Contractor or subcontractor is relieved in whole or in part from the payment or the burden of any tax, duty or other public charge included in the contract price, the contract price will be correspondingly reduced; or if the Contractor or a subcontractor is required to pay in whole or in part any tax, duty, or other public charge which was not included in the contract price and which was not applicable at the contract date of execution the contract price will be correspondingly increased.

c. No adjustment of less than $250 will be made in the contract price pursuant to this clause unless otherwise waived at the unilateral discretion of the Contracting Officer.

d. With respect to foreign taxes, NAFI's located in foreign countries will neither pay to nor collect for any foreign country or political subdivision any tax unless the United States has consented to levy collection by treaty, convention, or executive agreement.

(End of Clause)

NARS.I052 PAYMENTS (APR 1984)
The NAFI will pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment will be made on partial deliveries accepted by the NAFI if: The amount due on the deliveries warrants it; or; The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(End of clause)

NARS.I053 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
a. Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

b. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

NARS.I059 DISPUTES (OCT 2024)
a. The contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109). All disputes arising under or relating to this contract shall be resolved under this clause.

b. 'Claims,' as used in this clause, means the inability of a contractor and the Contracting Officer to reach a mutual agreement related to contractual issues in controversy resulting in the filing of a written demand or assertion seeking payment of money, adjustment or interpretation of contract, or other relief, and issuance of a Contracting Officer's final decision. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a claim under this clause, by complying with the submission requirements of this clause. If it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the NAFI against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding $100,000, the Contractor shall submit with the claim a certification that contains the following statement: "Subject to the False Claim Act, 31 U.S.C. § 3729, I certify the claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the NAFI is liable; and that I am duly authorized to certify on behalf of the Contractor. "

c. The Contracting Officer's decision shall be final unless the contractor appeals as provided in paragraph (d) of this clause.

d. The Contracting Officer's final decision on claims may be appealed by submitting a written appeal to The NAF Final Appeal Authority with a copy to the Contracting Officer, within 30 calendar days of receipt of the Contracting Officer's final decision. Decisions of the NAF Final Appeal Authority are final and are not subject to further appeal.

e. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

NARS.I062 CHANGES (ALT II NOV 2013)

a. The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.
(2) Time of performance (i.e., hours of the day, days of the week, etc.).
(3) Place of performance of the services.

b. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Contracting Officer will make an equitable adjustment in the Contract price, the delivery schedule, or both, and modify the Contract.

c. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the Contract.

d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

e. If the requirement is for architect-engineer or other professional services, no services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

f. If the requirement is for concession services (including public private ventures), the Contractor shall notify the Contracting Officer in writing within seven days of the occurrence of any event that the Contractor considers a change to the Contract that has not been authorized in writing signed by the Contracting Officer. The Contractor will be deemed to have waived any right to an adjustment if timely notice is not provided to the Contracting Officer as required herein. For purposes of this clause, "event" shall include, but not be limited to, an order or direction by a NAFI or other government official, a contested contract interpretation, interference with or interruption of the contract work, or any other event that increases the cost or time to perform the contract as compared to the cost or time that would be required if the Contractor performed the Contract in accordance with its terms.

g. Failure to agree to any adjustment shall be a 'claim' under either the 'Claims' or 'Disputes Resolution' clause of this Contract; however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

(End of Clause)

NARS.I065 COMMERCIAL WARRANTY (NAFI 1017 APR 2014)

The Contractor agrees supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. Contractor shall provide printed terms and conditions of such warranty and comply with the Magnuson-Moss Warranty Act (15 U.S. CODE §2302). Warranty shall commence upon acceptance of the items and is in addition to other warranties of additional scope given by the Contractor.

(End of Clause)

NARS.I070 TERMINATION FOR CONVENIENCE (APR 2012)

a. The NAFI may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the NAFI's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

b. After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.
(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
(3) Terminate all subcontracts to the extent they relate to the work terminated.
(4) Assign to the NAFI, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the NAFI shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
(6) As directed by the Contracting Officer, transfer title and deliver to the NAFI:

(a) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and;

(b) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the NAFI.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the NAFI has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; provided, however, that the Contractor:

(a) Is not required to extend credit to any purchaser and;

(b) May acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the NAFI under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the NAFI to remove those items or enter into an agreement for their storage. Within 15 days, the NAFI will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by:

1. The amount of payments previously made and;
2. The contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor

the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:
(h) The contract price for completed supplies or services accepted by the government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

c. The total of:
(1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;
(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(a) of this clause; and;
(3) A sum, as profit on subdivision (g)(2)(a) of this clause, determined by the Contracting Officer, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(c) and shall reduce the settlement to reflect the indicated rate of loss.
(4) The reasonable costs of settlement of the work terminated, including:
(a) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
(b) The termination and settlement of subcontracts (excluding the amounts of such settlements); and;
(c) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
(5) Except for normal spoilage, and except to the extent that the NAFI expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the NAFI property.
(6) The cost principles and procedures, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
(7) Except as otherwise provided in this contract, any dispute or claim concerning this contract, which is not disposed of by agreement, shall be decided by the Contracting Officer, who shall state their decision in writing, and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Immediate Superior In Command (ISIC) of the Command one level above the Contracting Officer's Command. The decision of this authority shall be final and conclusive. If no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, the Contractor shall proceed diligently with the performance of the contract and according to the decision of the Contracting Officer, unless directed to do otherwise by the Contracting Officer.
(8) In arriving at the amount due the Contractor under this clause, there shall be deducted:
(a) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
(b) Any claim which the NAFI has against the Contractor under this contract; and;
(c) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the NAFI.

(9) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
(10) The NAFI may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
(11) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the NAFI upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. § 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
(12) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the NAFI, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

NARS.I071 NO-COST TERMINATION (OCT 2024)
a. The Contracting Officer, by written notice, may initiate a no-cost termination settlement when it is in the NAFI's interest.

b. A no-cost termination may be negotiated instead of issuing a termination notice when:
(1) A termination for default is not appropriate;
(2) A no-cost termination is in the NAFI's best interests;
(3) There are no outstanding payments, debts due the NAFI, paid items not yet delivered, unreturned NAFI property, or other contractor obligations;

c. A full and final settlement and release document shall be signed by the contractor, barring any future invoices, demands for payment, requests for equitable adjustment, or claims upon or arising under the contract.

(End of clause)

NARS.I074 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.navymwr.org/resources/naf_acquisitions/naf_contract_clauses_main

(End of clause)

NARS.I076 ASSIGNMENT (NAFI 1010.2 NOV 2013)

a. No claims for monies due or to become due shall be assigned by the Contractor unless:

(1) Approved in writing by the Contracting Officer;
(2) Made in accordance with the laws and regulations of the United States of America; and;
(3) Permitted by the laws and regulations of the Contractor's country.

b. Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies and for which direct payment thereof is to be made to as assignee, the Contractor shall identify the assignee by name and complete address and shall acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of Clause)

NARS.I077 NONWAIVER OF DEFAULTS (NAFI 1021 JUN 2014)

Any failure by the NAFI at any time to enforce or require strict performance of any terms or conditions shall not constitute waiver thereof, and shall not affect or impair such terms or conditions in any way or the NAFI's right at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

(End of Clause)

NARS.I093 CLOUD COMPUTING SERVICES (JAN 2023)

a. Definitions. As used in this clause—

"Authorizing official," as described in DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

"Cloud computing" means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Government data" means any information, document, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.

"Government-related data" means any information, document, media, or machine readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include contractor's business records e.g. financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Media" means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

"Spillage" security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

b. Cloud computing security requirements. The requirements of this clause are applicable when using cloud computing to provide information technology services in the performance of the contract.

(1) If the Contractor indicated in its offer that it "does not anticipate the use of cloud computing services in the performance of a resultant contract," in response to provision NARS.K018, Representation of Use of Cloud Computing, and after the award of this contract, the Contractor proposes to use cloud computing services in the performance of the contract, the Contractor shall obtain approval from the Contracting Officer prior to utilizing cloud computing services in performance of the contract.

(2) The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time the solicitation is issued or as authorized by the Contracting Officer) found at https://public.cyber.mil/dccs/dccs-documents/ unless notified by the Contracting Officer that this requirement has been waived by the DoD Chief Information Officer.

(3) The Contractor shall maintain within the United States or outlying areas all Government data that is not physically located on DoD premises, unless the Contractor receives written notification from the Contracting Officer to use another location, as described in DoD Instruction 8510.01.

c. Limitations on access to, and use and disclosure of Government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order or delivery order issued hereunder.

(i) If authorized by the terms of this contract or a task order or delivery order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order or delivery order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the Government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

d. Cloud computing services cyber incident reporting. The Contractor shall report all cyber incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted to DoD via http://dibnet.dod.mil/.

e. Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

f. Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in the cyber incident report (see paragraph (d) of this clause) and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

g. Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

h. Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (f) of this clause.

i. Records management and facility access.

(1) The Contractor shall provide the Contracting Officer all Government data and Government- related data in the format specified in the contract.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(3) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to contractor personnel involved in performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

j. Notification of third party access requests. The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency.

The Contractor shall cooperate with the Contracting Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

k. Spillage. Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with agency procedures.

l. Subcontracts. The Contractor shall include this clause, including this paragraph (l), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial services.

(End of clause)

NARS.I095 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

a. Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered 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) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies.

(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, unless an exception at paragraph (c) of this clause applies. 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.

c. Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

d. Reporting requirement.

(1) In the event the Contractor identifies covered 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, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); 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 10 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 covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

NARS.I096 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

a. Definitions. As used in this clause—

Kaspersky Lab covered article means any hardware, software, or service that–
(1) Is developed or provided by a Kaspersky Lab covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means–
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

b. Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from—
(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and
(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

c. Reporting requirement.
(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify

both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (c)(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 (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) 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 Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

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

(End of clause)

NARS.I098 NAF COMBATING TRAFFICKING IN PERSONS (OCT 2024)

a. Definitions. As used in this clause-

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
(2) The abuse or threatened abuse of the legal process.

"Recruitment fees" means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
(ii) Advertising
(iii) Obtaining permanent or temporary labor certification, including any associated fees;
(iv) Processing applications and petitions;
(v) Acquiring visas, including any associated fees;
(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
(x) NAFI-mandated fees, such as border crossing fees, levies, or worker welfare funds;
(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and
(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;
(ii) Deducted from wages;
(iii) Paid back in wage or benefit concessions;
(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;
(B) Labor brokers;
(C) Recruiters;
(D) Staffing firms (including private employment and placement firms);
(E) Subsidiaries/affiliates of the employer;
(F) Any agent or employee of such entities; and
(G) Subcontractors at all tiers.

"Severe forms of trafficking in persons" means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

b. The NAFI has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

(1) Engage in trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. NAFI contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. NAFI contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting NAFI from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

c. Contractor requirements. The Contractor shall-

(1) Notify its employees and agents of-

(i) The NAFI's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Post a copy of that notification, translated into the language(s) of the workers, in an accessible central location and visible to all employees, at all production facilities that manufacture goods and merchandise.

(3) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

d. Notification and full cooperation.

(1) The Contractor shall inform the Contracting Officer [fill-in contact info] and the NAFI or parent organization Inspector General [fill-in contact info] immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, if that clause is included in the solicitation or contract, which requires disclosure to the NAFI or parent organization Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform all possibly-affected contracting officers.

(3) The Contractor shall, at a minimum-

(i) Disclose to the NAFI or parent organization Inspector General [fill-in contact info] information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
(ii) Provide timely and complete responses to NAFI auditors' and investigators' requests for documents;
(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting NAFI and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with NAFI authorities.

(4) The requirement for full cooperation does not foreclose any Contractor rights arising in law or the terms of the contract. It does not-
(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
(iii) Restrict the Contractor from-
(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

e. Remedies. In addition to other remedies available to the NAFI, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (i) of this clause may result in-
(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the NAFI determined Contractor non-compliance;
(5) Declining to exercise available options under the contract;
(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(7) Suspension or debarment.

f. Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan (if required) or an awareness program (if required) at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
(3) Posting. The Contractor shall post the relevant requirements for Trafficking in Persons employee notification, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide

the relevant contents of compliance to each worker in writing and to the Contracting Officer upon request.

g. Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts and in all contracts with agents.

(End of clause)

NARS.I100 PROCUREMENT INTEGRITY (NAFI 1009 NOC 2013)

a. By submission of an offer or performance of this contract, the offeror or Contractor certifies with respect to this NAFI contract action:

b. That no discussion, offer, or promise of future employment or business opportunity has nor will be made to NAFI civilian or military personnel who personally and substantially participated in the contract action.

(1) That no offer, promise, or gift of any gratuity, entertainment, money, or other thing of value has nor will be made to any NAFI civilian or military personnel or any other employee of the U.S. Government or member of their family or household.

(2) That no information proprietary to other offerors or other contracting information (offeror list, prices offered, technical evaluations, rankings, etc.) is sought or obtained until it is available to the public under NAFI procedures.

(3) That no person or selling agency has been employed or retained to secure this contract for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial selling agencies retained by the Contractor for the purpose of securing business.

c. The Contractor certifies that no gratuities (entertainment, gifts, money, kickbacks, or other things of value) were nor will be solicited or accepted by the Contractor or Contractor representative, nor from any subcontractor or subcontractor representative, for the purpose of obtaining or rewarding favorable treatment in connection with this contract or any subcontract under it.

d. The Contractor will report in writing to the Contracting Officer any possible violation of this clause when there are reasonable grounds to believe a violation may have occurred. The Contractor will cooperate fully with any federal agency investigation of a possible violation of this clause.

e. For breach of any of these certifications, the NAFI may terminate this contract for default, and/or deduct from amounts due under this or other contracts, or charge the Contractor for the total value of any contingent fee, gratuity, kickback or other loss to the NAFI arising out of the breach.

(End of Clause)

NARS.I101 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

a. Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement,

control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

b. Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

c. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

The following clauses set forth are hereby incorporated into this order or contract by reference with the same force and effect as if they were given in full text. As used in the following clause, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. The date of each clause shall be the current date set forth at the time of issuance of an order or contract award. Upon request, the Contracting Officer will provide the full text.

CLAUSE NO.	CLAUSE TITLE
NARS.I104	Child Labor-Cooperation with Authorities and Remedies
NARS.I116	Covenant Against Contingent Fees (Contracts over $150,000)
NARS.I117	Contractor Inspection Requirements
NARS.I026	Contract Work Hours and Safety Standards Act- Overtime. Compensation – General (Contracts over $150,000)

NARS.I027	Walsh-Healey Public Contracts Act (Supply Contracts in Excess of $15,000) (not with foreign Contractors)
NARS.I030	Equal Opportunity for Workers with Disabilities (Supplies And Services Contracts $15,000)
NARS.I031	Service Contract Act of 1965, as Amended (Contracts over $2,500)
NARS.I037	Equal Opportunity for Veterans (Supplies and Service over $150,000)
NARS.I045	Restrictions on Certain Foreign Purchases
NARS.I055	Extras
NARS.I061	Bankruptcy
NARS.I075	Convict Labor (Contracts over $2,500)
NARS.I081	Employment Reports Veterans, (Supplies and Services Contracts over $10,000)
NARS.I087	Personal Identity Verification of contractor Personnel
NARS.I110	Paid Sick Leave Under Executive Order 13706

SUPPLEMENTAL CLAUSES

NARS.I018 ORDERING (AUG 2020)

a. Any supplies and services to be furnished under this contract will 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 October 1, 2026 through any exercised period of performance end date.

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 will 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 NAFI deposits the order in the mail;

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

(3) If sent electronically, the NAFI 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)

NARS.I021 ALT I REQUIREMENTS (OCT 1995)

a. This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the NAFI's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact will not constitute the basis for an equitable price adjustment.

b. Delivery or performance will be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor must furnish to the NAFI all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The NAFI may issue orders requiring delivery to multiple destinations or performance at multiple locations.

c. The estimated quantities are not the total requirements of the NAFI activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the NAFI shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

d. The NAFI is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

e. If the NAFI urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the NAFI may acquire the urgently required goods or services from another source.

f. Any order issued during the effective period of this contract and not completed within that period must be completed by the Contractor within the time specified in the order. The contract will govern the Contractor's and NAFI's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor will not be required to make any deliveries under this contract after 30 November 2036.

(End of clause)

NARS.I023 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days prior to the option period expiration.

(End of clause)

NARS.I024 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
a. The NAFI may extend the term of this contract by written notice to the Contractor within 60 calendar days prior to the option period expiration; provided that the NAFI gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the NAFI to an extension.

b. If the NAFI exercises this option, the extended contract will be considered to include this option clause.

c. The total duration of this contract, including the exercise of any options under this clause, will not exceed ten (10) years and six (6) months.

(End of clause)

NARS.I041 PRIVACY ACT NOTIFICATION (JAN 2008). The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

NARS.I042 PRIVACY ACT (APR 1984)
a. The Contractor agrees to

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

b. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(2) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(3) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(4) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

NARS.I097 PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII) (OCT 2024)

a. The online program offered must adhere to Department of Defense (DoD) mandates and best practices for securing and safeguarding Personally Identifiable Information (PII). PII policies are outlined in OMB-M-06-19 and DOD instruction 8500.01 and are available from:

(1) https://georgewbush-whitehouse. archives.gov/omb/memoranda/fy2006/m06-19.pdf (OMB- M-06-19);

(2) https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/850001_2014. pdf?ver=2019-10-07-112048-860

b. DOD instruction 8500.01.

(1) These mandates and best practices are included in the Secretary of the Navy (SECNAV) Instruction 5211.5F and CNIC Instruction 5211.1A. SECNAV Instruction 5211.5F is available from https://www.doncio.navy.mil/ContentView.aspx, and CNIC Instruction 5211.1 is available upon request from the KO. PII training Identifying and Safeguarding Personally Identifiable Information (PII) must be completed at the following website https://public.cyber.mil/dcs/.

(2) The Online system is to include servers that must comply with DoDI 8500.01.

(3) With these responsibilities Contractors should ensure that their employees:

c. At all times, Protect DON Information from inappropriate access, use, and disclosure and implement safeguards. Obtain DON management's written approval prior to taking any DON sensitive information away from the office. The DON manager's approval must identify the business necessity for removing such information from the DON facility. PII must be accessed on government furnished equipment (GFE) and safeguards must in place to protect the PII.

(End Clause)

NARS.I103 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023)

a. Definitions. As used in this clause—

"Forced labor" means any work or service that is exacted from any person under the menace of any penalty for its nonperformance and that the worker does not offer to perform (10 U.S.C. 2496).

"XUAR" means the Xinjiang Uyghur Autonomous Region of the People's Republic of China (10 U.S.C. 2496).

b. Prohibition. In accordance with 10 U.S.C. 4661, none of the funds appropriated or otherwise made available for DoD may be used to knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR. The Contractor shall make a good faith effort to determine that forced labor from XUAR will not be used in the performance of this contract (section 855, Pub. L. 117-263).

c. Subcontracts. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in subcontracts including subcontracts for commercial products, commercial services, and commercially available off-the-shelf items.

(End of clause)

NARS.I112 TRAVEL EXPENSES (OCT 2024). The Contractor will be reimbursed for authorized travel made in association with the performance of this contract to include per diem, lodging, airfare, rental car and incidental expenses. Travel cost will be reimbursed per the following guidelines:

(a) The Contractor shall submit itemized receipts for commercial transportation, lodging, rental car, fuel, personal vehicle mileage, parking, and incidental expenses on a monthly basis with the monthly invoice. Food/meal receipts are not required.

(b) A fee for profit and operating costs of a business that aren't directly tied to producing goods or services (G&A) on travel cost and per diem is NOT authorized.

(c) Commercial transportation is ONLY authorized at the restricted fare rate not to exceed regular coach rate. Baggage fees are reimbursable up to two (2) bags per authorized traveler. Fees for excess baggage weight are non-reimbursable.

(d) Per diem and incidental expense rate shall be reimbursed as follows:

(1) In accordance with DoD published rates for geographic area of travel, which can be found at http://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Per diem consists of local meals and incidentals.

(2) at the rate of 75% of published rate for geographic area of travel for the first and last day of travel, and 100% of published rate for remaining travel days.

(e) Every attempt should be made to utilize Navy Gateway Inns and Suites for lodging if practical and available. Lodging cost will be reimbursed at the actual expense rate not to exceed the current maximum daily rate listed on the above defense travel website, to include fees and taxes.

Contact the Contracting Officer or Contracting Officer Representative for reimbursement clarification if required prior to travel.

(End of clause)

NARS.I113 ITEMIZED TRAVEL INVOICES (OCT 2024). All reimbursable travel shall have prior approval by the COR/Alternate COR. The Contractor shall ensure that itemized travel invoices for Government sponsored travel are submitted accurately and timely to the COR/ACOR for certification. Itemized travel

invoices shall be submitted to the COR within 30 calendar days of returning from travel. Each invoice shall contain the following information.

(f) Mileage cost associated with government directed travel.

(g) Per diem cost (lodging, meals, and transportation)

(h) Airfare

(End of clause)

NARS.I114 DEPARTMENT OF LABOR WAGE DETERMINATION (OCT 2024):

A Department of Labor Wage Determination applies to the service requirement within this solicitation and is available at https://sam.gov/search/?index=sca&page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true ; select the appropriate state and county where services will be conducted in support of this requirement and follow the instructions. The appropriate wage determination will be displayed with the applicable wage rates that are required to be paid to employees working on the services provided under the contract.

(End of Clause)

NARS.I115 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (APR 2016)

a. Definitions. As used in this clause—
"United States" means the 50 states and the District of Columbia.
"Worker"—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and—

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b. Executive Order Minimum Wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

(5) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://beta.SAM.gov (or any successor Web site) and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(6)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including Subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for Subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any Subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(7) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(8) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(9) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(10) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(11) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(12) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(13) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

c.

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Contractor or Subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

d. Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service

Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e. Payroll Records.
   1. The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
      a. Name, address, and social security number;
      b. The worker's occupation(s) or classification(s);
      c. The rate or rates of wages paid;
      d. The number of daily and weekly hours worked by each worker;
      e. Any deductions made; and
      f. Total wages paid.

   2. The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.
   3. The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
   4. Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
   5. Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

f. Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

g. Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other NAFI or Government contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

h. Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning Contractor compliance, the procedures for resolving disputes concerning a Contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

i. Anti-retaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause or has testified or is about to testify in any such proceeding.

j. Subcontractor compliance. The Contractor is responsible for Subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due Subcontractor workers.

k. Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of Clause)

(END OF SECTION I)

PART III, SECTION J: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment 1- Program Locations
Attachment 2- Past Performance Questionnaire

Exhibit A – Resource Materials Menu

(END OF SECTION J)

PART IV, SECTION K OFFEROR REPRESENTATIONS AND CERTIFICATIONS:

NARS.K004 CERTIFICATION REGARDING DEBARMENT SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (OCT 2020)
a. (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals–

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.

(ii) 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.

(2) Examples.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with

a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

e. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

NARS.K009 COMMERICAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

a. Definition. As used in this provision –

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

b. The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

c. CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at https://cage.dla.mil.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at http://www.nato.int/structur/AC/135/main/links/contacts.htm.

d. Additional guidance for establishing and maintaining CAGE codes is available at https://cage.dla.mil.

e. When a CAGE code is required for the immediate owner and/or the highest-level owner by CNIC M-7043.1 NARS.K027 or NARS.K022, the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

f. Do not delay submission of the offer pending receipt of a CAGE code.

g. [RESERVED]

(End of provision)

NARS.K010 BUY AMERICAN ACT CERTIFICATION (OCT 2022)

a.

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

(2) 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”.

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

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

b. Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

d. The Government will evaluate offers in accordance with the policies and procedures of the RFP

(End of provision)

NARS.K015 EXEMPTION FROM APPLICATION OF THE SERIVCE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES – CERTIFICATION (MAY 2014)

a. The offeror shall check the following certification:

Certification

The offeror □ does □ does not certify that-

(1) 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;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) 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

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

b. 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines that the Service Contract Act-

(1) Will not apply to this offeror, then the Service Contract Act clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at NARS.I033, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

c. If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at NARS.I033, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

d. The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

NARS.K018 REPRESENTATION FOR USE OF CLOUD COMPUTING (SEP 2015)

a. Definition. “Cloud computing,” as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

b. The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

c. Representation. The Offeror represents that it—

_____ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

NARS.K019 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)

a. The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled NARS.I098 "Combating Trafficking in Persons".

b. The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
(2) Has an estimated value that exceeds $550,000.

c. The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at NARS.I098, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at NARS.I098, Combating Trafficking in Persons; and
(2) After having conducted due diligence, either-
(i) To the best of the Offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
(ii) If abuses relating to any of the prohibited activities identified in NARS.I098(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

NARS.K022 OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

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 (e) through (v) of this provision.

a. Definitions. As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause NARS.I095, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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 NARS.I095, 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)).

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.

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 NARS.K022, 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.

[Offeror to identify the applicable paragraphs at (e) 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. [RESERVED]

d. [RESERVED]

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 CNIC M-7043.1 NARS.I043, 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 CNIC M-7043.1 NAR Part 25).
(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	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[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 CNIC M-7043.1 NAR Part 25.

g.

(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at CNIC M-7043.1 NARS.I029, 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.	Country of Origin
_____	_____
_____	_____
_____	_____

[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	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____		

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see CNIC M-7043.1 NAR Part 25).

Line Item No. _____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of CNIC M-7043.1 NAR Part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at NARS.I029 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 NARS.I029 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)(i)(B) The terms "Korean 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."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at NARS.I044, 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.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of CNIC M-7043.1 NAR 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–

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

(2) □ 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;
(3) □ 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
(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $10,000 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. **NARS.K028 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.

Listed End Product	Listed Countries of Origin
_____	_____

_____ _____

_____ _____

(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 Act (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 (NARS.K011); 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 NARS.K009, 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.

(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. **NARS.K021 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)

NARS.K023 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 NARS.K021, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at NARS.K022, Offeror Representations and Certifications-Commercial Products or Commercial Services. 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 NARS.K021, or in paragraph (v)(2)(ii) of the provision at NARS.K022.

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 NARS.I095, 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)

NARS.K025 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION – CERTIFICATION (APR 2023)

a. Definitions. "Forced labor", "Person", and "XUAR", as used in this provision, have the meaning given in the NARS.I103 "Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region", clause of this solicitation.

b. Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the "Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region", clause of this solicitation.

c. Certification.

(i) The Offeror does □ does not □ certify that the Offeror has made a good faith effort to determine that forced labor from XUAR was not or will not be used in the performance of a contract resulting from this solicitation.

(ii) Offerors who do not certify having made a good faith effort will not be eligible for award.

(End of provision)

NARS.K027 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

a. Definitions. As used in this provision–

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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.

b. 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

c. If the Offeror indicates "has" in paragraph (b) 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.

d. If the Offeror indicates "yes" in paragraph (c) 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)

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

NARS.K009 COMMERCIAL AND GOVERNMENT ENTITY CODE (AUG 2020)
NARS.K026 SYSTEM FOR AWARD MANAGEMENT (NOV 2024)

(END OF SECTION K)

PART IV, SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L-1. PREPARATION OF OFFERS.

(a) Offerors are expected to carefully read all specifications and instructions. The Offeror shall submit documentation explaining their approach for satisfying the requirements of this solicitation. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the Offeror's proposal against the evaluation criteria. Failure to meet all of the Terms, Conditions and

Specifications in Section C may render the Offeror's proposal as non-responsive to the solicitation and thereupon eliminated from competition for award.

(b) Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offeror(s) shall provide with their proposal a letter providing the name(s) and title(s) of the person(s) with authority to obligate their company. Offers signed by an agent shall also be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) Offerors must state a definite time for delivery of supplies or services, unless otherwise specified in the solicitation.

(d) Offers for supplies or services, other than those specified, will not be considered unless an amendment to the solicitation is issued.

(e) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(f) Offerors shall fill out and return Section K provisions Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment and Covered Telecommunications Equipment or Services-Representation, Prohibition on Certain Procurements from the XinJiang Uyghur Autonomous Region – Certification.

(g) Offerors shall price all option year periods.

(h) To ensure applicable Wage Determination(s) be listed at contract award, Offerors shall fill out and provide the locations of their workers and return Supplemental I clause Department of Labor Wage Determination.

All correspondence in conjunction with this solicitation should be directed to the NAFI's Point of Contact (POC) identified below:

Stephanie Blakey
Phone: (901) 305-9934
E-mail: stephanie.a.blakey.naf@us.navy.mil

L-2. PROPOSAL GENERAL REQUIREMENTS.

(a) Offerors are hereby advised that the Navy CNIC reserves the right, to make award without discussions; therefore, Offerors should propose their best-offer initially. Offerors shall submit their proposals as follows:

(b) Responses to this offer shall be required in written proposal format. Responses to this RFP shall be submitted, by the closing date, in the content and format specified. Proposals in response to this RFP shall include three separate parts: one (1) Price proposal and two (2) non-price proposals. Of the two (2) non-price proposals required, one must be redacted of all company names, logos and references. The second non-price proposal can include company names/logos/references. The names of any contract employees/personnel/staff members can be included in both technical proposals. It is the responsibility of the Offerors to ensure that the evaluation factors are identified and adequately

addressed in their proposal submissions: The overall proposal shall consist of three (3) physically separate and detachable parts, individually entitled:
(1)

PROPOSAL VOLUME	VOLUME CONTENTS	REQUIRED HARD COPIES	REQUIRED # ELECTRONIC COPIES
VOLUME I	Technical Proposal (Subsections tabbed for ease of identification)	N/A	Two (2) via Email 1. Redacted 2. Non-Redacted
VOLUME II	Price Proposal	N/A	One (1) via Email

(c) The completion and submission of the above items shall constitute an offer (proposal) and shall indicate the Offeror's unconditional assent to the terms and conditions of this RFP and any attachments hereto. Alternate proposals are not authorized. Objections to any terms and conditions of the RFP shall constitute a deficiency which may make the offer unacceptable. An Offeror may correct a deficiency only through discussions.

L-2.2. Page Limitations

(a) For hardcopy proposals: Not applicable.

(b) For electronic proposals: each volume of the proposal shall be provided in the number of copies as shown above. The technical proposal shall not exceed 30 pages (excluding past performance, resumes, Project Management Professional (PMP), Quality Control Plan (QCP), and price proposal). Sub-factor sections shall be labeled for ease of identification. Offerors shall identify each volume identifying volume number, name, and copy number (i.e., Volume I, Technical Proposal, Copy 2 of 8); Request for Proposal Number; Date of Submission; and Offeror's Name.

L-2.3. Format

(a) For hardcopy proposals: Not applicable.

(b) For electronic proposals: The Offeror's proposal shall be prepared on standard 8.5 x 11inch paper in portrait orientation (charts may be landscaped). All pages of each proposal shall be appropriately numbered and identified with the solicitation number and the name of the Offeror. For ease of reference each Offeror shall use a page numbering system. Consecutive page numbering is preferred (i.e., Page 4-5 identifies Tab 4, Page 5). In addition, for document control purposes, all proposal amendments provided after the initial proposal shall be submitted as page changes with each page identified by amendment number and date as well as by page number. Each page shall have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information that can be printed on each page are excluded from the margin requirement.

(c) Print must be spaced at 6 lines per inch. Text font must be no smaller than 10 point. Text included on figures and/or matrices may be reduced to 8 point.

(d) To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed, as appropriate) and logically assembled. Each proposal part shall begin with an

executive summary. In addition to the specific requirements for each proposed part, the Offeror shall provide other narrative or supporting materials (i.e., matrix, charts, or graphics) considered necessary for the NAFI to fully understand the proposal. Price information shall be included in the price proposal only. Man-hours referenced outside the price proposal shall be quoted in hour figures only, without indication as to the cost of these hours. Skill levels shall be treated in a similar manner.

(1) For control purposes each copy of the proposal shall be numbered.

L-3. PROPOSAL SUBMISSION REQUIREMENT AND INSTRUCTIONS.

L-3.1. Volume I: Technical Proposal - The Offeror's technical proposal shall consist of narrative and supporting data that address all technical requirements contained in the solicitation. The Offeror's technical proposal must address the following elements:

(a) Factor 1: Technical Capability - Describe in detail the approach for meeting the technical requirements to include a description of your services and systems that will be used to perform the requirements in section C.

Sub-Factor 1 – Training Curriculum & Content
Sub-Factor 2 – Resource Materials

Describe in detail the approach to accomplish Sub-Factor 1 – Training Curriculum & Content and Sub-Factor 2 – Resource Materials requirements as outlined in section C.

(b) Factor 2: Key Personnel Qualifications - Provide the resumes of all Key Personnel with proposal submission. Key Personnel shall include any instructors assigned to deliver training as outlined in this Performance Work Statement. All Offerors must indicate the proposed Key Personnel along with their qualifications – which includes a minimum required Bachelor's degree or demonstrated minimum three (3) years working in an adult or child learning environment – and specify the quality and depth of experience and capabilities of working on similar projects.

(c) Factor 3: Past Performance - The Offeror shall describe its past performance within the past 5 years directly related to the same or similar tasks and support per section C (Government or Commercial). Offeror shall request three sources provide Past Performance Questionnaires (PPQ's) directly to stephanie.a.blakey.naf@us.navy.mil.

The contract referenced above must be of similar size, scope and complexity to the current requirement herein. The Offeror shall include the previous contract number with their submitted proposal.

The Past Performance Questionnaires are not required to be submitted with the proposal if you have received a contract award from CNIC within the past five years.

L-3.2. Volume II: Price Proposal - The price proposal shall include a price for each CLIN of this solicitation. There are no page limits set for the price proposal.

(a) Other Direct Costs: Estimate all other direct costs for performance of contract requirements; (i.e., travel, subscriptions or periodicals, consultant fees.) Rationale for each proposed other direct cost is required.

(b) Payment Methods: Electronic funds transfer payments are available for processing invoices for this contract in accordance with the prompt payment act via the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association or via credit card procedures with Single Use Account (SUA). Single-Use Account (SUA) is an electronic payment tool that eliminates the need for a physical credit card. SUA provides a single electronic card for each payment. A 16-digit virtual account is provided for each payment and the credit limit is set for the specific payment amount. Electronic funds transfer ACH payments will be processed on a Net 30-day basis or less if a payment discount is offered, e.g. 2% 10 days. SUA payments will be processed in 10 days or less. Prospective Contractors shall include their desired payment method in their proposal.

L-4. REQUEST FOR INFORMATION/QUESTIONS.

L-4.1. Questions and/or comments relative to the solicitation should be submitted via e-mail to:

Stephanie Blakey – Primary Point of Contact (POC)
NAF Contracting Officer
Phone: 901-305-9934
Email: stephanie.a.blakey.naf@us.navy.mil

L-4.1. Technical inquiries and questions relating to proposal procedures are to be submitted via email to Contracting Officer at the email address mentioned above not later than 12:00pm CST on 30 July 2026.

Offerors are requested to review the specifications in its entirety prior to submitting a question. Oral explanations or instructions are not binding. Any information given to an Offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation. As this is a competitive negotiation acquisition, there is no public bid opening and no information will be given out prior to debriefings, pre-award or post-award.

L-5. DIRECTIONS FOR SUBMITTING PROPOSALS.

L-5.1. Electronic Offers are the only accepted method. All email offers submitted must be received by the closing date and time to: stephanie.a.blakey.naf@us.navy.mil

L-5.2. Hardcopy Offers – n/a

L-5.3. Signed amendments shall be submitted via e-mail as scanned pdf documents.

(a) Clarity and completeness of the proposal are of utmost importance. The proposal and any modifications shall be written in a practical, clear, and concise manner. It must use quantitative terms whenever possible and shall avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and unacceptable.

(b) Unnecessarily elaborate proposals beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Offeror's lack of cost consciousness.

(c) In order to provide all necessary information for background experience, your proposal shall cover your understanding of the proposed work and your proposed method to attain contract objectives. Data previously submitted may not be considered; therefore, such data should not be relied upon nor incorporated. Statements the Offeror understands, can or will comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as "standard procedures will be employed" or well-known techniques will be used," etc., will be considered insufficient.

L-6. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS.

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) is the only proposal received.

(2) Email receipts date and time are automatically system generated prior to RFP due date, and contain all necessary attachments.

(b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "final proposal revision" offer is subject to the same conditions above.

(c) A modification resulting from the Contracting Officer's request for "final proposal revision" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt at the Government installation.

(d) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the NAFI will be considered at any time it is received and may be accepted.

(e) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposals before award.

L-7. AMENDMENTS TO SOLICITATIONS.

(a) If this solicitation is amended, then all terms and conditions which are modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation by one of the following: (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, or (3) by sending letter of acknowledgement. The NAFI must receive the acknowledgement by the time specified for receipt of offers.

L-8. RESTRICTION ON DISCLOSURE AND USE OF DATA. Offerors who include in their proposal data that they do not want disclosed to the public for any purpose or used by the NAFI except for more than evaluation purposes, shall mark the title page with the following legend: "This proposal includes data that shall not be disclosed in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the NAFI shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting

contract. This restriction does not limit the NAFI's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets _____ (insert numbers or other identification of sheets"; and mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

L-9. FAILURE TO SUBMIT OFFER. Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or email whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L-10. CONTRACT AWARD – NEGOTIATED PROCUREMENT.

(a) The NAFI will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the NAFI, cost or price and non-price factors specified elsewhere in this solicitation, considered.

(b) The NAFI may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The NAFI intends to evaluate proposals and award a contract without discussions with Offerors. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint. However, the NAFI reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(d) The NAFI 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 be submitted for quantities less than those specified. The NAFI reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the offer.

(e) A written award or acceptance of 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 NAFI may accept an offer, or part of an offer, as provided above, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the NAFI.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The NAFI may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. An offer is materially unbalanced when it is based on prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the NAFI, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

L-11. SIGNING OF OFFERS. The Contractor shall sign the offer and print or type its name on the Solicitation, Offer, and Award form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L-12. UNNECESSARILY ELABORATE PROPOSALS. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L-13. RETENTION OF PROPOSALS. All proposal documents shall be the property of the NAFI and retained by the NAFI, and therefore shall not be returned to the Offerors.

L-14. ACCEPTANCE PERIOD. The Offeror agrees that its offer remains valid for a period of 60 days from the solicitation's closing date.

CLAUSES

NARS.L023 PROTEST (OCT 2024)
Offerors are encouraged to resolve any complaints or issues they may have with the Contracting Officer in an informal manner. However, where an offeror is not satisfied with an award decision of the Contracting Officer, that offeror may file a written protest with the Contracting Officer and the Contracting Officer will issue a final decision on the protest. Any interested party who is dissatisfied by the Contracting Officer's final decision on the protest may file a written appeal with CNIC.

(End of provision)

(END OF SECTION L)

PART IV, SECTION M: EVALUATION FACTORS FOR AWARD

M-1. EVALUATION AND AWARD FACTORS. The source selected may not be the lowest price. The contract resulting from this solicitation will be awarded to the responsible Offeror whose offer, conforming to the solicitation, is the most advantageous to the NAFI, price and non-price factors considered presenting the best overall value to the NAFI. The following non-price factors along with price will be used to evaluate offers. This will be determined by comparing differences in the value of the non-price features with differences in price to the NAFI. Factors are listed in descending order of importance. Any offer that results in a rating of unacceptable for Factor 1 will not receive any further consideration for award.

M-1.1. Order of Importance: The order of relative importance for the evaluation factors is established as follows:

(a) Factor 1 is significantly more important than Factor 2 and Factor 3.

(b) Factor 2 and Factor 3 are of equal importance.

(c) The Subfactors' order of relative importance, from most to least important, is established as follows:

(1) Subfactor 1 and Subfactor 2 are of equal importance.

(d) The non-price factors, when combined, are significantly more important than price.

M-1.2. Evaluation Criteria: The proposals will be evaluated on the basis of the following criteria:

(a) Factor 1 - Technical Capability: The proposal will be evaluated based on the Offeror's approach for meeting the technical capability to include a description of your services and systems that will be used to perform the requirements in section C.

Subfactor 1: Training Curriculum & Content
Subfactor 2: Resource Materials

The proposal will be evaluated based on the Offeror's detailed approach to accomplish the technical requirements in section C of this RFP.

(b) Factor 2 - Key Personnel Qualifications: The proposal will be evaluated based on the Offeror's ability to provide Key Personnel with the required qualifications. Resumes will be reviewed and evaluated based upon the level of education, experience and expertise to perform the tasks identified herein.

(c) Factor 3 – Past Performance: Evaluation of Past Performance will be based on one or all of the following: The submission of three past performance questionnaires showing the same or similar task and support per Section C within the past 5 years.

The contract referenced above must be of similar size, scope and complexity to the current requirement herein. The Offeror shall include the previous contract number with their submitted proposal.

The NAFI reserves the right to obtain information for use in the evaluation of past performance from any and all sources, including sources outside of the Government. Past performance information will be utilized to determine the quality of the Contractor's past performance as it relates to the probability of success for the required effort. In the case of an Offeror without a record of past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating.

The Past Performance Questionnaires are not required to be submitted with the proposal if you have received a contract award from CNIC within the past five years.

M-2. EVALUATION AND ADJECTIVAL RATINGS & DEFINITIONS.

M-2.1. Factor 1: Technical Capability and Factor 2: Key Personnel Qualifications evaluations will consider the strengths, significant weaknesses, and deficiencies of the Offeror's proposal using Adjectival Ratings which are:

Technical Evaluation Adjectival Ratings & Definitions

Excellent (E)	Good (G)	Satisfactory (S)	Poor (P)	Unacceptable (U)

E (Excellent) - Proposal demonstrates thorough and detailed understanding of requirements. Technical considerations and capabilities significantly exceed performance and capability standards. Proposal offers one or more significant strengths which are not offset by weaknesses. The proposal represents a high probability of success with no apparent risk in meeting the NAFI's requirements. An excellent rating includes numerous advantageous characteristics of substance which can be expected to result in a superior completed product, and essentially no disadvantages. In addition, an excellent rating may include an aesthetically pleasing and innovative proposed design solution.

G (Good) - Proposal demonstrates clear understanding of requirements. Technical considerations and capabilities exceed performance and capability standards and include some advantageous characteristics of substance and few relatively minor disadvantages. Proposal offers one or more strengths. Strengths must outweigh any weaknesses. The proposal represents a strong probability of success with overall low degree of risk in meeting the NAFI's requirements.

S (Satisfactory) – Proposal demonstrates acceptable understanding of requirements. Technical considerations and capabilities meet performance and capability standards. Proposal offers no weaknesses, or, if there are weaknesses, these weaknesses are offset by strengths. The proposal represents a reasonable probability of success with overall moderate degree of risk in meeting the NAFI's requirements.

P (Poor) - Proposal demonstrates a limited understanding of requirements. Technical considerations and capabilities are questionable as to whether or not they meet performance and capability standards necessary for acceptable contract performance. Proposal contains weaknesses and offers no strengths, or, if there are strengths, these strengths are outweighed by weaknesses. The proposal represents a low probability of success with overall high degree of risk in meeting the NAFI's requirements. Proposal might be made satisfactory with additional information and without major revisions of the proposal.

U (Unacceptable) - Proposal demonstrates a lack of understanding of the requirements. Technical considerations and capabilities do not meet performance and capability standards necessary for acceptable contract performance. Proposal contains major errors, omissions, significant weaknesses and/or deficiencies. The degree of risk is so high that there is no reasonable likelihood of success, regardless of price. Deficiencies are so major or extensive that a major revision or complete rewrite of the proposal would be necessary.

The mere existence of a single strength does not necessarily merit an Excellent rating; though an Excellent rating may be warranted should that strength provide considerable benefit to NAFI. Conversely, a number of strengths may not merit an Excellent rating if the collective benefit is relatively minor.

M-2.2. Factor 3 Past Performance: An Offeror's past performance will be evaluated based on the quality of the Offeror's recent and relevant past performance efforts, business relationship, timeliness of performance and customer satisfaction. Documented results from Past Performance Questionnaires, interviews, CPARS, and other sources form the support and basis for this assessment.

The Offeror's strengths, weaknesses, deficiencies, and uncertainties relative to how well the Offeror performed will be assessed using the information provided and gathered. No separate rating will be given for the quality of work, business relationship, timeliness of performance, or customer satisfaction; rather, the quality of the Offeror's past performance will be evaluated and incorporated into the confidence assessment as stated below.

A Past Performance evaluation of Performance Confidence assesses the probability an Offeror will meet contract requirements should that Offeror be awarded a contract. The Rating results from the merging

of assessment information on (a) quality of work, (b) business relationships, (c) timeliness of performance, and (d) customer satisfaction.

Past Performance will be determined to be relevant if the performance involves work that is the same or similar in nature, size, and complexity to the services being procured under this Solicitation.

The Source Selection Authority may also research, examine, consider, and include in the evaluation of past performance, any reliable reviews, reports, tests, or evaluations by independent laboratories or consumer groups, as well as market-wide surveys that assess customer satisfaction with the products, or similar items, being submitted by the Offeror.

Past Performance Evaluation Levels are:

ADJECTIVAL	DEFINITION
Excellent	Offeror's performance was very current and very relevant to the requirements requested. Relevant defined as performing the same services. Performance was accomplished with no problems for which any required corrective actions taken were highly effective.
Good	Offeror's performance was current and relevant to the requirements requested. Relevant defined as performing similar services. Performance was accomplished with no or some minor problems for which any required corrective actions taken were effective.
Satisfactory	Offeror's performance met contractual requirements. Performance was accomplished with some minor problems for which any required corrective actions taken were satisfactory.
Unknown/Neutral	No relevant past performance record is identifiable upon which to base a meaningful past performance risk prediction. A search was unable to identify any relevant past performance information for the Contractor or their Key Personnel. This is neither a positive or negative assessment,
Marginal	Offeror's performance did not meet all of the contractual requirements. Performance was accomplished with serious problems for which any required corrective actions were marginally effective or not fully implemented.
Unsatisfactory	Offeror's performance did not meet most of the contractual requirements. Performance was accomplished with serious problems for which any required corrective actions were ineffective or non-existent.

M-3. PRICE PROPOSAL.

(a) The price proposal shall be evaluated against the following:

(1) Total Estimated Proposal: The total estimated proposal is the sum of the prices for all CLINs in the base year and all option year periods.

(2) Initial Price Evaluation: The objective of the price proposal evaluation is to ensure that the price is fair and reasonable. To achieve the objective of a fair and reasonable price, the below price analysis is deemed the only necessary evaluation.

(3) Price Analysis: In accordance with CNIC M-7043.1, the proposed prices will be examined and evaluated without evaluating its separate cost elements and proposed profit. Techniques include, but are not limited to the following:

(i) Comparison of proposed prices received in response to the solicitation.

(ii) Comparison of previously proposed prices and contract prices with current proposed prices for the same or similar services, if both the validity of the comparison and the reasonableness of the previous price(s) can be established.

(iii) Comparison of proposed prices with Independent Government Cost Estimate.

M-4. CLARIFICATIONS. Communications with an Offeror for clarifications may be necessary and are for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give the Offeror an opportunity to revise or modify its proposal.

M-5. EVALUATION OF OPTIONS. The NAFI 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 NAFI to exercise the option(s).

M-6. CONTRACT AWARD. The contract resulting from this solicitation will be awarded to the responsible Offeror whose offer conforms to the solicitation, and is the most advantageous to the NAFI, price and non-price factors considered.

A written notice of award or acceptance of an offer e-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 NAFI 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 SECTION M)