SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
	40

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			M6700426R0002	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Malcolm Williams	9046964817	04 Sep 2026 04:00 PM

9. ISSUED BY CODE M67004

COMMANDER
MARCORLOGCOM, 814 RADFORD BLVD STE 20313
ALBANY, GA 31704-0313
UNITED STATES
Malcolm Williams, Email: malcolm.c.williams.civ@us.navy.mil Telephone: 9046964817

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

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310

SIZE STANDARD: USD 12,500,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

13a. ☐ THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Section G - Contract Administration Data

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

Created On:
04 Aug 2026, 18:46 PM Greenwich Mean Time

Section A - Solicitation/Contract Form

Surf Entry and Barge Sustainment Services (SEABOSS)

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Allowed Per Order

Minimum: 1,000,000.00 Dollars, U.S.
Maximum: 8,000,000.00 Dollars, U.S.

Government Minimum/Maximum to Order

Maximum: 24,000,000.00 Dollars, U.S.

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	Base Ordering Period - Contract shall provide all personnel, tools, transportation, and equipment required to perform Intermediate, Depot, and System Alteration Maintenance for the INLS components and support equipment in accordance with the PWs and Terms and Conditions of this contract. All work shall be performed utilizing DFARS 252.217-7028 Over and Above Work and shall be approved by the Contracting Officer prior to incurring Cost. CONTRACTOR AUTHORIZED TO SUBMIT MULTIPPLE INVOICES. Pricing Arrangement: Firm Fixed Price				
0001AA	Perform Intermediate, Depot level maintenance and System Alterations on INLS IAW Government issued Job Orders. All work will be approved by the Contracting Officer prior to incurring costs. Work shall be managed and approved IAW DFARS 252-217-7028 Over and Above Work. CONTRACTOR AUTHORIZED TO SUBMIT MULTIPLE INVOICES.	1	Lot		
0002	Ordering Period One - Contract shall provide all personnel, tools, transportation, and equipment required to perform Intermediate, Depot, and System Alteration Maintenance for the INLS components and support equipment in accordance with the PWs and Terms and Conditions of this contract. All work shall be performed utilizing DFARS 252.217-7028 Over and Above Work and shall be approved by the Contracting Officer prior to incurring Cost. CONTRACTOR AUTHORIZED TO SUBMIT MULTIPPLE INVOICES. Pricing Arrangement: Firm Fixed Price				
0002AA	Perform Intermediate, Depot level maintenance and System Alterations on INLS IAW Government issued Job Orders. All work will be approved by the Contracting Officer prior to incurring costs. Work shall be managed and approved IAW DFARS 252-217-7028 Over and Above Work. CONTRACTOR AUTHORIZED TO SUBMIT MULTIPLE INVOICES.	1	Lot		
0003	Ordering Period Two - Contract shall provide all personnel, tools, transportation, and equipment required to perform Intermediate, Depot, and System Alteration Maintenance for the INLS components and support equipment in accordance with the PWs				

	and Terms and Conditions of this contract. All work shall be performed utilizing DFARS 252.217-7028 Over and Above Work and shall be approved by the Contracting Officer prior to incurring Cost. CONTRACTOR AUTHORIZED TO SUBMIT MULTIPPLE INVOICES. Pricing Arrangement: Firm Fixed Price				
0003AA	Perform Intermediate, Depot level maintenance and System Alterations on INLS IAW Government issued Job Orders. All work will be approved by the Contracting Officer prior to incurring costs. Work shall be managed and approved IAW DFARS 252-217-7028 Over and Above Work. CONTRACTOR AUTHORIZED TO SUBMIT MULTIPLE INVOICES.	1	Lot		

Section C - Description/Specifications/Statement of Work

Surf Entry and Barge Offload Sustainment Services (SEABOSS)

Performance Work Statement (PWS)

1.0 Purpose/Introduction:

The tasks of this contract will be focused on Intermediate and Depot Level maintenance support for Navy assets, both tactical and organic, maintained at Marine Corps Support Facility- Blount Island (MCSF-BI). Maintenance services primarily focus on corrective maintenance, repair/overhaul, System Alterations (SYSALTS) and associated logistical support for Navy assets supporting the Maritime Prepositioning Force Program.

Navy tactical assets include the Improved Navy Lighterage System (INLS), Landing Craft- Mechanized (LCM), Maritime Prepositioning Force Utility Boat (MPF UB), Lighter, Amphibious Resupply Cargo (LARC), Amphibious Bulk Liquid Transfer System (ABLTS) and their respective associated containerized asset Capability Sets (CAPSETs). Organic Navy assets include Navy Lighterage sections used as floating piers, gangways, brows, drydocking stands, portable access staircases and various other support equipment such as Material Handling Equipment (MHE), Weight Handling Equipment (WHE), Mobile Boat Hoists (MBH), Heavy Lift Transporters (HLT), Rough Terrain Cranes (RTC), Environmental Control Units (ECU), portable Generators, work boats and maintenance tents.

Type of work requires various industry disciplines, but not limited to, steel fabrication, welding, mechanical, machining, ship fitting, hydraulics, electrical, electronic, surface conditioning (blasting/mechanical), coating systems (painting/non skidding), equipment transport and other logistic support services required to meet service life sustainment.

It may also include short notice emergent repairs and/or maintenance to Navy equipment that results from programmatic direction, scheduling conflicts, production back-logs, and unknown "growth" work from other prevailing contracts.

Intermediate level work will typically be performed at MCSF- Blount Island or at the Contractors facility, depending on the type of work and ability to conform with base requirements. The Contractor's mobile repair capability may be assessed to include vehicles, trailers, and other portable equipment.

Depot level maintenance may be performed at MCSF- Blount Island depending on the complexity and Contractor's mobility capability and ability to conform with base environmental and safety requirements. Depot level work typically requires Navy assets to be transported to the Contractors facility and/or shipyard. The Contractor's facility may be assessed to include security, shops, warehousing, equipment and available laydown area. Assessments may also be performed at designated subcontractor's facility.

The Contractor shall safeguard all assigned Government equipment at all times to include the following basic measures:

1. Protect the equipment from fire, flooding, wind and rain damage.

2. Protect the equipment from the activities of maintenance personnel or maintenance actions leading to collateral damage or progressive rework in surrounding areas.

3. Protect the equipment from dirt, debris, clutter, water and salt accumulation.

4. Protect the equipment from physical security violations and provide safeguards against unauthorized entry, malicious mischief, theft or sabotage.

5. Protect the equipment from damage, while stored or in transit.

The Contractor's must have a written security plan that addresses the above bullets, as well as the following NSI 009-72 items; 3.2.5, 3.2.5.1, 3.2.5.2, 3.2.5.5, 3.2.5.6, 3.2.8.5, 3.2.9.5, 3.3.2 and Note 5 a-c and Note 6 a-c. The primary facility must be within 50 miles of MCSF-BI to allow efficient Government Quality Assurance.

Logistics Support Services include but are not limited to the transport, handling, security and storage of Government furnished material/supplies at a contractor's facility, and provisioning of required parts and supplies necessary for the maintenance and repairs.

The Contractor must detail their organic capability and strategy for sub-contractor support for assessment. The Contractor must provide their labor and burdened rates for assessment.

This Contract will be administered utilizing Task Orders and follow on Firm Fixed Price individual Job Orders (JO) based on the Governments' requirements and/or subsequent Condition Found Reports (CFR). Individual Statements of Work/Request for Quotations will be provided to the Contractor as required. After the Contractors' estimate is received, it will be reviewed to ensure that the cost is deemed reasonable. The Government will accept or reject the Contractors' estimates based on SOW alignment and cost reasonableness.

The Contractor is responsible for Quality Control (QC), and the Government intends to perform 100% inspection of the Contractor provided products and services IAW the individual Job Order SOW references. It is the Governments expectation that there will be no deficiencies and that all discrepancies should be identified and corrected by the Contractor, prior to Government inspection. The Contractor shall identify, analyze and correct trends through Continuous Process Improvement (CPI).

1.1 Objective/Purpose:

The Contractor will perform maintenance and logistics services IAW Government provided individual Job Order SOW. The Contractor shall provide solutions to Government requirements with a clearly defined approach detailing the personnel to perform the work and include the specific deliverables, measurable performance and quality levels that ensure the Contractor meets the standards at best value prices.

1.2 Scope of Work:

The Contractor shall provide a wide range of Intermediate and Depot Level services necessary to support the operations and missions of the Navy. These services will be required on an as-needed basis. The Contractor will provide the services in a timely and high-quality manner to meet organizational goals and objectives. The specific services will be described in Task Orders/Job Orders and may include but are not limited to the following functions/skill sets ~

Table 1. Scope of Services

TASK #	TASK SERVICE	TASK DESCRIPTION

000	General Admin	Provide Tech writing, engineering dwgs. and printing services
100	Hull Structure	Provide Structural/hull maintenance and repair services
101		Provide Welding Services
102		Provide Fabrication Services
103		Provide Shipfitter services
104		Provide Millwright services
105		Provide Professional Cleaning/Sanitizing/Dewatering services
106		Provide Coating system maintenance/application services
107		Provide Deck Nonskid repair/removal/installation services
108		Provide Sand blasting /mechanical cleaning services
109		Provide Pipefitting services
200	Propulsion	Provide Propulsion system maintenance and repair services
201		Provide MPDE maintenance and repair services
202		Provide Mechanical maintenance and repair services
300	Electrical	Provide Electrical/Electronic maintenance and repair services
301		Provide SSDG maintenance and repair
400	Comm/Nav	Provide Communication maintenance and repair services
401		Provide Navigation systems maintenance and repair services
500	Auxiliary	Provide Auxiliary systems maintenance and repair services
501		Provide Hydraulic maintenance and repair
502		Provide Pneumatic maintenance and repair
503		Provide Component/System maintenance and repair

504		Provide HVAC services
600	Outfitting	Provide Equipage replenishment & refurbishment services
700	Deck	Provide Deck systems maintenance and repair services
800	Logistics/Integration	Provide Supply/logistics services
801		Provide Transportation of GFE
802		Provide Disposal of HAZMAT/HAZWASTE services
803		Provide Mobile maintenance teams
804		Provide GFP storage and security
805		Provide OPTEST/ Load tests and Certifications services
900	Support Services	Provide Misc services
901		Provide OEM/Navy preventive maintenance services
902		Provide SYSALT/FSB/SOUM services
903		Provide ISO Container maintenance and repair services
904		Provide WHE services/maintenance/repair
905		Provide MHE services/maintenance/repair
906		Provide Organic GFP manufacture, maintenance and repair
907		Provide Gas Free/Competent person services

1 .3 Task Order Management Approach:

The Contractor will manage Task Orders to maximize responsiveness, quality, and oversight, while minimizing risk to quality, cost, and schedule. The Task Order shall be fun by the Contractor designated Program Manager (PM), who will serve as a single Contractor Point of Contact (POC) to the Government.

Task Orders may result in numerous Job Orders (JO). Each Job Order will have a designated Project L ead (PL). The Job Order Project Lead will act as the senior POC for each Job Order. For smaller Job Orders, the PM may fulfill the Job Order Project Lead function.

1.4 Job Order Approach:

The Job Order Project Lead and/or PM will clearly instruct the Contractor employees on tasks, their parameters and limitations, and quality expectations. The PL will also advise the employee regarding details including safety concerns, risks, any specific hazards, and Government communication needs.

Contractor PLs will have clear lines of communication and regular discussions with Government to ensure that all requirements are clear, and expectations are known. Daily standups between the PL and the Contractor employees are encouraged to reinforce steady state operations and any new tasking or deviations as applicable.

1.5 Task Order Oversight:

The Task Order Project Manager is responsible for providing supervision and oversight on all Task Order services and subsequent Job Order tasks. Contractor shall use a combination of best practices including self-check checklists, peer review and automated worksheets/checklists, which are dependent on the task performed.

At the IDIQ level, the PM shall provide oversight on each Task Order work execution. The PM is responsible for the successful execution of every Task Order.

1.6 Reports:

Specific reports and deliverables shall be created and submitted as required at the IDIQ level and in compliance with the Task Order requirements. These deliverables may include Monthly S tatus Reports (MSRs), Invoices, Burn rate spending reports, meeting minutes, and other misc. reports. They may also include incident specific reports in accordance with Government direction, Department of Defense (DoD) regulations, and Occupational Safety and Health Administration reporting.

1.7 Performance Standards:

Job Orders shall be performed with clearly defined standards which are communicated to each stakeholder and measured regularly to ensure compliance. These standards, usually referred to as Acceptable Quality Levels (ACL), or other nomenclature, should be captured in the Contractor' s SOPs. They shall be measured against performance standards to ensure the Contractor meets and maintains quality and timeliness levels. If performance falls below acceptable standards, the Contractor shall execute a resource action plan to quickly identify the root cause and remediate any deficiencies quickly and thoroughly. Remediation plans may be included in Contractor Task Order responses where applicable to the specific Job Order requirements.

1.8 Deliverables:

Each Job Order approach shall be customized to ensure deliverables meet the required JO schedule, cost and quality levels.

1.9 Job Order Schedule/Milestones:

The Contractor will work with the Government to develop a clear project schedule (JO PoP) with milestones to evaluate JO progression.

1.10 Government Furnished Equipment/Property (GFE/GFP):

On a Job Order basis, the Contractor will work with the Government to determine which equipment and information the Government will provide and which the Contractor will provide. The Contractor shall confirm their understanding of the physical inventory requirements, maintenance and standards of upkeep most likely affiliated with GFP/GFE. The Contractor will plan and execute to ensure full compliance with all applicable Government audit and inspection needs.

1.11 Security Requirements:

The contractor shall adhere to and participate in the execution of all security instructions, Command Orders, and directives of Blount Island Command.

Security Clearances. This contract does not require a facility security clearance.

Background Checks for Contractors Performing Services On-Site: The contractor shall perform background checks and make suitability determinations for all employees performing services on-site. The contractor and its subcontractors shall complete background checks and make suitability determinations on all employees before beginning performance on site. The contractor shall notify the Contracting Officer that the background checks and suitability determinations have been completed for all affected individuals.

Contractor personnel shall also be subject to additional background checks by the Government before and during their performance at Blount Island Command. Contractors shall insert terms that conform substantially to the language herein for background checks in all subcontracts under the contract.

Compliance with the requirements for performing a background check and making a suitability determination shall not be construed as providing the contractor employee clearance to have access to classified information or confidential business information.

Removal of Contractor Employees: Removal of contractor employees will be made by the Contracting Officer for any employee whose continued employment under this contract is inconsistent with the interest of military security. The Contracting Officer may require the immediate removal of any contractor employee that is objectionable, incompetent, or endanger persons (including themselves) or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform the work. Notification for removal will be in writing. However, notification may be made by telephone, and later confirmed in writing if time and circumstances warrant. The contractor shall take immediate action to replace any dismissed employee. Personnel changes, regardless of cause, will not reduce the contractor's obligation to perform work in accordance with the contract terms and conditions.

Personal Identity Verification. In support of this effort, an identification card will be required to support the following functions:

Facility/Base Access Only: Blount Island Command Badge (DBIDS) (no network access)

The Contractor shall comply with all security requirements enforced by the applicable sponsoring Government agency. Contractor personnel shall have as a minimum a favorable National Agency Check with Inquiries completed before being permitted access to Government automated information technology systems.

The contractor shall immediately remove any employee that endangers national security. Report violations of security requirements to the BICmd Security Manager to allow dual reporting to the appropriate consolidated adjudication facility (CAF).

Blount Island Command Personnel and Information Security Point of Contact:

Derrick Williams

Assistant Security Manager

Commercial: 904-696-5056

Email: derrick.williams2@usmc.mil

Contractor/Subcontractor Access to MCSF-BI. In order to gain access to the installation, the PPC Management Support Contractor and its personnel will comply with requirements outlined in CmdO 5560.1 (Entry Control Procedures) for MCSF-BI badges and vehicle registration.

1.12 Place of Performance:

The Contractor shall inform the Government at the Job Order level where work will be performed. If work is at MCSF-BI, the Contractor will comply with all base requirements.

1.13 Weekly Production Meetings:

The Contractor shall host weekly meetings at a Government facility to provide situational awareness of changes, status updates/progress and challenges to the COR and Government counterparts. The Contractor shall prepare an agenda/brief for all meetings that, at a minimum, includes an overview of the project tasks and other logistical issues.

1.14 Safety:

Marine Corps Logistics Command (MCLC) is in the process of pursuing OSHA Voluntary Protection Programs (VPP) recognition or has already received VPP recognition from OSHA. VPP affects all applicable Contractors operating on site. It is the Contractor's responsibility to ensure its employees and managers are in full compliance with OSHA requirements and have a general understanding of VPP. All Contractors, whether regularly involved in routine site operations or engaged in temporary projects such as construction or repair, must follow the safety and health rules of MCLC. Detailed information on VPP is available on the OSHA website at http://www.osha.gov/dcsp/vpp/index.html. The Contractor shall comply with commercial safety standards as identified by the OSHA. The Contractor shall comply with all Federal, State, Department of Defense (DoD), Navy, Marine Corps (MC), and local rules and

regulations to include but not limited to OSHA Standards, National Fire Protection Association (NFPA) Standards, Navy Marine Corps Directive (NAVMC DIR) 5100.8, Marine Corps Order (MCO) 5100.8, and MARCORLOGCOM (LCO) 5100.8. The Contractor must have a written Safety Plan and submit it to the COR for review and approval by the Contracting Officer within 10 calendar days after contract award. In addition to the requirements listed above, the Contractor's written Safety Plan shall, as a minimum, address the following:

1. Mishap reporting procedures
2. Weekly safety meetings
3. Employee training requirements
4. Monthly safety inspections
5. Requirements for subcontractors to comply with the safety provisions of this contract

Additional Safety requirements:

Applicable Contractors: These requirements apply to Contractors, subcontractors, and their employees or agents.

Days Away, Restricted, and or Transfer Case Incident Rate (DART): Number of recordable injuries and illness cases per 100 full-time employees resulting in days away from work, restricted work activity, and /or job transfer that a site has experienced in a given period.

Total Case Incidence Rate (TCIR): Total number of recordable injuries and illness cases per 100 full-time employees that a site has experienced in a given period.

Contractors must submit their 3-yr TCIR and DART rates as part of their proposal to be considered technically acceptable.

As soon as reasonably possible but no later than 24 hours of any mishap or incident resulting in personal injury (OSHA recordable) and/or significant property damage while performing work authorized by this contract, the Contractor shall notify the following:

1. The activity's Safety Representative: Russell Prothero, russell.prothero@usmc.mil (904) 696-5624
2. The COR: William B. Fish, william.fish@usmc.mil (904) 696-5229
3. The Contracting Officer: Stanley Sanders, stanley.sanders@usmc.mil (904) 696-4812

4. The Contracts Manager: Michael S. Anderson, michael.s.anderson@usmc.mil (904) 696-5170

5. A written report of the mishap/incident shall be sent within 24 hours to the designated Safety Representative, COR, and Contracts Manager stated herein.

Mishap notifications shall contain, as a minimum, the following information:

1. Contract Number, Name of Company, and Name and Title of Person(s) Reporting
2. Date, time, and exact location of accident/incident
3. Brief narrative of accident/incident (Events leading to accident/incident)
4. Cause of accident/incident, if known
5. Estimated cost of accident/incident (material and labor to repair/replace)
6. Nomenclature of equipment and personnel involved in accident/incident
7. Corrective actions (taken or proposed)
8. Other pertinent information

Contractor must fully cooperate with Marine Corps Logistics Command (LOGCOM) safety personnel during safety inspections of the workplace and inspections of required documentation.

Safety requirements listed in this contract that do not relate to the Contractor's operations or services may be waived by the KO. Objections made by the Contractor must be reported to the KO within 10 days of contract award. Objections will be considered on a case-by-case basis.

Smoking and the use of tobacco products is allowed in designated areas only.

All vehicle operators and passengers of Contractor and privately owned vehicles are required to wear seatbelts while their vehicle is in operation on the installation and/or performing work under this contract. The use of seatbelts is also required on all mobile construction equipment operating on the installation and/or performing work under this contract.

All vehicle operators and passengers are prohibited from using a cell phone, personal digital assistant (PDA), or Blackberry(TM), unless the vehicle is safely parked, or the operator is using a hands-free device. The use of portable headphones, earphones, or other listening devices (except for hands-free cell phones) while operating a motor vehicle is also prohibited. Vehicles include golf carts, utility vehicles and watercraft.

Should an accident occur and in the event the US Government investigates the mishap, the Contractor and subcontractors shall cooperate fully and assist Government personnel during the investigation period. Instructions pertaining to the assistance required from the Contractor in support of an investigation and the point of contact of the MCSF-BI safety personnel involved in an investigation will be provided by the COR or the KO.

2.1 Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets, or does not meet these standards.

2.2 Contractor performance objectives are summarized in the attached table. Additional performance requirements may be added throughout the life of the contract.

2.3 The performance requirements requiring Government surveillance, the performance standards, and the surveillance methods are set forth in the attachment. The performance requirements correspond to critical requirements of the PWS. The performance measures to be used are technical accuracy, clarity, completeness, timeliness, and effectiveness. The performance standards define what is considered acceptable performance and are the benchmarks against which performance will be measured. The Acceptable Quality Level (AQL) is the maximum acceptable variation from the performance standard. The surveillance method is how performance will be checked. The COR will use the PRS to evaluate the Contractor's performance to assure they are timely, effective, and are delivering the services and products specified in the contract.

Performance Element	Performance Requirement	AQL	Surveillance Method
General Admin (Section 1.2, Task 000 of the SOW)	Provide Tech writing, engineering drawings and printing services.	Contractor shall complete 100% of scheduled tasks with a 100% accuracy rate.	100% Visual inspection
Hull Structure (Section 1.2, Task 100-109 of the SOW)	Provide Structural/hull maintenance and repair services as well as Welding, Fabrication, Shipfitter, Millwright, Professional Cleaning/Sanitizing/ Dewatering, Coating System maintenance/application, Deck Nonskid repair/removal/installation, Sand blasting /mechanical cleaning and Pipefitting services.	Contractor shall complete 100% of scheduled tasks with a 100% accuracy rate.	100% Visual Inspection.
Propulsion (Section 1.2, Task 200-202 of the SOW)	Provide Propulsion system, MPDE and Mechanical maintenance and repair services.	Contractor shall complete 100% of scheduled tasks with a 100% accuracy rate.	100% Visual Inspection.
Electrical (Section 1.2, Task 300-301 of the SOW)	Provide Electrical/Electronic and SSDG maintenance and repair services.	Contractor shall complete 100% of scheduled tasks with a 100% accuracy rate.	100% Visual Inspection.
Communication /Navigation (Section 1.2, Task 400-401 of the SOW)	Provide Communication and Navigation system maintenance and repair services.	Contractor shall complete at least 100% of scheduled tasks with a 100% accuracy rate.	100% Visual Inspection
Auxiliary (Section 1.2, Task 500-504 of the SOW)	Provide Auxiliary systems, hydraulic, Pneumatic, Component/System and HVAC maintenance and repair services.	Contractor shall complete at least 100% of scheduled tasks with a 100% accuracy rate.	100% Visual Inspection
Outfiting (Section 1.2, Task 600 of the SOW)	Provide Equipage replenishment & refurbishment services.	Contractor shall complete at least 100% of scheduled tasks with 100% accuracy rate.	100% Visual Inspection

Deck (Section 1.2, Task 700 of the SOW)	Provide Deck systems maintenance and repair services.	Contractor shall complete at least 100% of scheduled tasks with 100% accuracy rate.	100% Visual Inspection
Logistics/Integration (Section 1.2, Task 800-805 of the SOW)	Provide Supply/logistics services, transportation of GFE, disposal of HAZMAT /HAZWASTE, mobile maintenance teams, GFP storage and security and OPTEST/Load tests and Certifications services.	Contractor shall complete at least 100% of scheduled tasks with 100% accuracy rate.	100% Visual Inspection
Support Services (Section 1.2, Task 900-907 of the SOW)	Provide Misc, OEM/Navy preventive maintenance, SYSALT/FSB/SOUM, ISO Container, WHE, MHE, Organic GFP manufacture, maintenance and repair services and Gas Free /Competent person services.	Contractor shall complete at least 100% of scheduled tasks with 100% accuracy rate.	100 Visual Inspection

ESOH-F-4.4.6.1017

Environment Management System

Blount Island Command

Revision: January 2026

Marine CoRPS SUPPORT FACILITY - BLOUNT ISLAND

Blount island command

5880 Channel View BLvd Jacksonville FL 32226-3404

SERVICE AGREEMENT

Introductory Statement

Welcome to the United States Marine Corps Support Facility - Blount Island (MCSF-BI), home of Blount Island Command (BICmd). Aboard our Installation, we take our commitment to the safety of persons and the environment very seriously.

Our Environmental Policy

Our Environmental Policy is posted at several locations throughout the Installation. MCSF-BI and BICmd are committed to environmental excellence and recognizes the importance of protecting the global ecosystem, reducing the use of natural resources, and supporting responsible and sustainable development through the operation of an environmental management system. Strict adherence to this environmental policy will create long-term environmental benefits and preserve the natural resources necessary to support the future operation of the Installation. This policy is also intended to promote a safer and healthier working environment, thereby ensuring the current and future wellbeing of all employees and our community. The policy commits **to compliance with legal and other requirements**, **continuous improvement**, **pollution prevention**, **setting objectives and targets** and **is communicated to all persons** working for and on behalf of MCSF-BI.

It is the responsibility of each employee, whether government civilian, military or contractor, to abide by this policy statement and make certain their work actions are always consistent with its content.

Federal facilities must lead by example and therefore sound environmental principles shall be integrated into all affairs conducted aboard the Installation, including:

- *Increasing energy efficiency; measuring; reporting and reducing greenhouse gas emissions from direct and indirect activities;*
- *Conserving and protecting water resources through efficiency reuse and storm water management;*
- *Eliminating waste, recycling and pollution prevention;*
- *Leveraging agency acquisitions to foster markets for sustainable technologies and environmentally preferable materials, products and services;*
- *Designing, constructing, maintaining and operating high performance sustainable buildings in sustainable locations;*
- *Strengthening the vitality and livability of the Installation community; and*
- *Informing Installation employees about and involving them in achievement of these goals.*

Our Safety Policy

In matters affecting occupational safety and health, this Command and Installation operates as a team that includes every military member, civilian employees, and contractor working on the Installation. Accordingly, it is the Policy of Command to:

- Understand, embrace, and carry out the Safety and Force Preservation Policies of the Commandant of the Marine Corps and the Commanding Officer.
- Implement and maintain an aggressive, proactive safety program to enhance our war-fighting capabilities and prevent on- and off-duty mishaps.

- Comply with all applicable health and safety legal and other requirements, including Executive Orders, Department of Defense Instructions, Marine Corps Orders, and Navy Instructions, and to exceed such requirements where practical and merited.
- Achieve and maintain OSHA VPP Star program status.
- Seek and seize opportunities to improve health and safety management and performance.
- Regularly set, review, and revise objectives for improvement of our health and safety performance.
- Institute hazard awareness and risk management as fundamental elements in doctrine, training, material acquisition, supply, tactical operations, and off-duty recreational planning.
- Communicate openly with our internal and external stakeholders, including other military facilities, in order to share information about health and safety ideas and performance.

Environmental Expectations

We expect you to comply with all applicable local, state and federal environmental regulations and standards involving the handling, collection and disposal of all hazardous materials and industrial waste by-products. Additionally, if your process, service or activity will or has the potential to create emission sources, which may impact our air, water or property, you must contact a representative of BICmd immediately before performing that process, service or activity.

We also administer and maintain an active recycling program; we recommend that you recycle all metal-containing materials, paper products, or universal waste materials such as light bulbs and batteries.

If you cause or create a spill or chemical release on MCSF-BI property, you must notify the MCSF-BI IMO Environmental Office immediately. Leaks /Spills must be contained and cleaned up immediately by trained personnel. You will contain the leak/spill as best as you can and let your POC know immediately so additional response action can be initiated, if necessary.

If you are asked to evacuate the facility, you will return to the Command Building (Facility 100) and report to the MCSF-BI POC. If you are directed to seek shelter, follow directions or ask for assistance from any MCSF-BI personnel for assistance. Otherwise, follow directions from your MCSF-BI POC. Should you have any questions on the agreement, please don't hesitate to contact the MCSF-BI Environmental Management Representative Mr. Shannon Easdale, 904-696-5140/904-294-0885.

Prior to do any work on the facility you are required to provide a Hazardous Material Log (ESOH-F-4.4.6.1042) of all the items that will be brought on the facility and the amounts. We will also need notification of any fueling or defuel activity (ESOH-F-4.4.6.1041) while on the facility.

The following have been identified as significant environmental aspects and potential impacts:

- Construction - Air, Soil and Water Contamination
- Painting - Air, Soil and Water Contamination
- Hazardous Compliance - Air, Water and Soil Contamination
- Battery Management - Air, Soil and Water Contamination
- Vehicle Maintenance - Air, Water and Soil Contamination

If your process, service or activity will or has the potential to impact our activity in these areas, you are to notify your MCSF-BI POC. Based on the services, products or activities you will provide, additional documentation may need to be required and executed by you or a representative of your company. Thank You and Have A Great Day!

_____Initial for Environmental Expectations

Safety Expectations

Contractor employees shall be responsible to ensure all materials supplied to, or work performed aboard, the Installation complies fully with the applicable provisions of federal and state occupational safety and health acts, standards, and regulations including Lockout/Tagout, Hot Work, Hazard Communication, Lift Truck Safety, Confined Spaces, Hazardous Materials, Flammables and Combustibles, and other applicable provisions, acts, standards and/or regulations.

VPP is a partnering and recognition program of OSHA for worksites that are committed to effective employee protection beyond the minimum requirements of OSHA standards and that can demonstrate excellence in occupational safety and health. It is our intent that the OSH Program and OSH performance of everybody aboard the Installation achieve and maintain world-class status across the Installation. Contractors are expected to participate as appropriate in efforts to achieve and maintain VPP "Star" status.

All contractor employees must wear required safety equipment whenever engaged in work requiring personal protective equipment.

All contractors shall report any injuries or vehicle accidents that occur at MCSF-BI to the Health and Safety Section, 904-696-5623/5624.

The contractor shall have available an OSH Plan for the work being performed aboard the Installation, and shall submit a copy of their OSH Plan to IMO Health and Safety Manager(s) upon request.

Job safety analysis (also known as job hazard analysis, activity hazard analysis, and/or operational risk management) is a method used to identify hazards associated with a particular task, and then develop measures to eliminate or control the

hazards in order to ensure safe completion of the work. Contractors shall complete JSAs for the jobs they are performing aboard the Installation and implement hazard mitigation methods developed through the JSAs. If a contractor does not have a JSA form available, we will provide one.

All contractor employees have the authority to stop work if they observe unsafe conditions endangering the safety of themselves, coworkers, Government personnel, or others in the surrounding area. Likewise, Installation personnel have the duty and authority to stop contractors' work if they observe unsafe conditions endangering the safety of themselves, contractor employees, Government personnel, or others in the surrounding area.

When it is necessary to leave a job prior to completion, the following minimum measures must be taken:

- *All materials, rigging, boards, loose nails, and other debris must be removed from the floor.*
- *There shall not be materials or equipment left overhead or on the roof unless secured in place.*
- *Adequate barricades and warnings must be erected at all openings, excavations, and obstructions.*
- *If material handling equipment is being used, any boom must be lowered to the ground prior to leaving the job.*

If you are asked to evacuate the facility, you will return to the Headquarters Building (Building 100) and report to your Installation Point of Contact (POC). If you are directed to seek shelter, follow directions or ask for assistance from any Government personnel for assistance. Otherwise, follow directions from your POC.

_____Initial for Safety Expectations

Facility Safety / Environmental Contacts

For any OSH-related questions or concerns, please contact Mr. Russell Prothero, IMO Safety Representative, at (904) 696-5624. Mr. Prothero will also serve as contractor employees' POC for Safety matters while aboard the Installation.

For any environmental questions or concerns, please contact Mr. Shannon Easdale, IMO Environmental Manager, at (904) 696-5140. Mr. Easdale will also serve as contractor employees' POC for Environmental matters while aboard the Installation.

Agreement and Acknowledgement

As a Contractor, you must agree to comply with all requirements outlined in this Service Agreement (SA) prior to commencing work aboard the Installation. After you have read this document, please sign below to acknowledge you understand its contents and agree to the requirements outlined.

I certify that I am an authorized representative of a company performing work at MCSF-BI and the employees of our company have been trained and/or are qualified and/or certified and competent to perform their duties in safe and environmentally conscious manner.

_____

Printed Name Signature Company Name Date

Contractors and their Personnel are Responsible for all Information contained within this Document. This agreement is only valid for one year from date signed.

Violation of any part of this SA is considered non-fulfillment of the superior contract, subject to contractual enforcement mechanisms, and /or termination of contract.

Requirements

Provide Intermediate, Depot level maintenance and System Alterations for the Improved Navy Lighterage System (INLS) components and support equipment. All work shall be performed in accordance with the PWS and Terms and Conditions of this contract.

Section D - Packaging and Marking

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001AA	Inspection and Acceptance Location Both Destination Instructions: In progress and final inspections shall be used to ensure satisfactory performance. DoDAAC: M38450 CountryCode: USA COMMANDING OFFICER BLOUNT ISLAND COMMAND(ORGANIC), 5880 CHANNEL VIEW BLDG 100 JACKSONVILLE, FL 32226-3404 UNITED STATES William Fish, Jacksonville Florida Email: william.fish@usmc.mil Telephone: 904-696-5229
0002AA	Inspection and Acceptance Location Both Destination Instructions: In process and final acceptance inspections shall be performed to ensure satisfactory performance of requirements. DoDAAC: M38450 CountryCode: USA COMMANDING OFFICER BLOUNT ISLAND COMMAND(ORGANIC), 5880 CHANNEL VIEW BLDG 100 JACKSONVILLE, FL 32226-3404 UNITED STATES William Fish, Jacksonville FL Email: william.fish@usmc.mil Telephone: 904-696-5229
0003AA	Inspection and Acceptance Location Both Destination Instructions: In process and final acceptance inspections shall be performed to ensure satisfactory performance of requirements. DoDAAC: M38450 CountryCode: USA COMMANDING OFFICER BLOUNT ISLAND COMMAND(ORGANIC), 5880 CHANNEL VIEW BLDG 100 JACKSONVILLE, FL 32226-3404 UNITED STATES William Fish, Jacksonville FL Email: william.fish@usmc.mil Telephone: 904-696-5229

Section F - Deliveries or Performance

Overall Contract Delivery Period

Period of Performance
From 11 Sep 2026 to 10 Sep 2029

The ordering period above may include unexercised options

Government
Destination

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001AA	Period of Performance From 11 Sep 2026 To 10 Sep 2027	1 Lot	
0002AA	Delivery Period From 11 Sep 2027 to 10 Sep 2028 Period of Performance From 11 Sep 2027 To 10 Sep 2028	1 Lot	Place of Performance DoDAAC: M38450 CountryCode: USA COMMANDING OFFICER BLOUNT ISLAND COMMAND(ORGANIC), 5880 CHANNEL VIEW BLDG 100 JACKSONVILLE, FL 32226-3404 UNITED STATES William Fish, Jacksonville FL Email: william.fish@usmc.mil Telephone: 904-696-5229
0003AA	Period of Performance From 11 Sep 2028 To 10 Sep 2029	1 Lot	

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	N50082
Issue By DoDAAC	M67004
Admin DoDAAC	M38450____
Inspect By DoDAAC	N/A____
Ship To Code	NM38450____
Ship From Code	Contractor Cage____
Mark For Code	N/A____
Service Approver (DoDAAC)	N/A____
Service Acceptor (DoDAAC)	M38450____
Accept at Other DoDAAC	N/A____

LPO DoDAAC	M38450____
DCAA Auditor DoDAAC	N/A____
Other DoDAAC(s)	N/A____

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

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

(g) *WAWF point of contact.*

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

____Ms. Frances Carter - frances.carter@usmc.mil

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

(End of clause)

Section H - Special Contract Requirements

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	Feb 2026		
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-3	Workers' Compensation Insurance (Defense Base Act).	Jul 2014		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021		
52.232-1	Payments.	Apr 1984		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-92	Security Requirements. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.246-25	Limitation of Liability-Services.	Feb 1997		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023
252.232-7010	Levies on Contract Payments.	Dec 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.247-7023	Transportation of Supplies by Sea.	Oct 2024

FAR Clauses Incorporated by Full Text

52.216-18 Ordering. (Aug 2020)

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Award through Day prior from award 2031.

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

Order Limitations (Oct 1995)

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

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

(1) Any order for a single item in excess of $8M;

(2) Any order for a combination of items in excess of $8M; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.217-8 Option to Extend Services. (Nov 1999)

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 before contract end.

(End of clause)

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

LIMITATIONS ON SUBCONTRACTING (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. (May 2014)

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

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

Employee Class	Monetary Wage-Fringe Benefits
═══	═══
═══	═══
═══	═══
═══	═══
═══	═══
═══	═══
═══	═══

(End of clause)

DFARS Clauses Incorporated by Full Text

252.208-7999 Ordering From Government Supply Sources. (DEVIATION 2026-O0049) (Mar 2026) Deviation 2026-O0049 (Mar 2026)

ORDERING FROM GOVERNMENT SUPPLY SOURCES(DEVIATION 2026-O0049) (MAR 2026)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) The Contractor shall pay invoices from Government supply sources promptly.

(A) The Contractor shall pay purchases made from DoD supply sources within 30 days of the date of a proper invoice.

(B) The Contractor shall annotate each invoice with the date of receipt.

(C) For the purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract.

(D) If the Contractor fails to pay or pays late that may also result in the DoD supply source refusing to honor the requisition (see DFARS 208-105-2(a)(4)(ii)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources.

(1) In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer will provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action.

(2) The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated.

(3) Any such termination does not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a nonreimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices will be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

_____

Government Remittance Address (include point of contact and telephone number):

_____

(End of clause)

252.237-7023 Continuation of Essential Contractor Services. (Oct 2010)

CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment 1 PWS REV 1, Mission-Essential Contractor Services, dated 14 April 2026.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

Section J - List of Attachments

LIST OF ATTACHMENTS

ATTACHMENT 1 SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES

ATTACHMENT 2 WAGE DETERMINATION 2015-4539

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	ATTACHMENT 1 SECTION L			29 Jun 2026
02	D 1 Attachment 2_Wage Determination #2015-4539 rev. 30	Wage Determination		13 May 2026

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

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

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

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

SEE ATTACHMENT 1

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

DFARS Clauses Incorporated by Full Text

252.237-7024 Notice of Continuation of Essential Contractor Services. (Oct 2010)

NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) *Definitions*. "Essential contractor service"and "mission-essential functions" have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in PWS, Mission Essential Contractor Services, during periods of crisis. The offeror shall-

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum-

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

Section M - Evaluation Factors for Award

SECTION M EVALUATION FACTORS FOR AWARD

M-1 BASIS FOR AWARD

This is a Best Value source selection conducted in accordance with FAR 15.3, as supplemented by the DFARS and NMCARS. The Government will use the trade-off process to select the best overall offer, based upon an integrated assessment of the three evaluation criteria discussed in Section M-2. It is anticipated that one single award IDIQ contract shall be issued to the offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications), and all other information required by Section L of the solicitation) and is judged, based on the evaluation factors to represent the best value to the Government. The Government seeks to award to the responsive, responsible offeror who gives the Navy and Marine Corps the greatest confidence it will best meet, or exceed, the requirements. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority reasonably determines the technical superiority and/or overall business approach of the higher price offeror outweighs the cost difference. The SSA will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective, and therefore, professional judgment is implicit throughout the entire process. The Government reserves the right to award without discussions. The Offeror's proposal will be incorporated into the subsequent contract upon award; should any conflicts exists between the contract and the offeror's proposal, unless otherwise determined beneficial by the government, the contract terms and conditions will take precedence.

M-2 EVALUATION PROCEDURES

The objective of this source selection is to obtain a source capable of providing maintenance, and logistics support for the SEABOSS effort. Evaluation of proposals will be made by comparing proposal elements against the requirements and standards identified within the PWS. Failure to comply with the solicitation

requirements may provide justification for eliminating the offeror from the competitive range, if established. A rating of Unacceptable in any factor is considered a deficiency which may only be corrected through discussions and may be the basis for exclusion from the competitive range, if established. The evaluation will be performed by comparing each proposal to the evaluation criteria as described for Technical, Past Performance, and Cost/Price and assigning a rating based on identified strengths, weaknesses, and deficiencies in consideration of the relative importance of the factors as stated.

"Strength" An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirement in a way that will be advantageous to the Government during contract performance.

"Weakness" A flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. (See FAR 15.001).

"Deficiency" A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. (See FAR 15.001).

The Government may reject any proposal that is evaluated to be unrealistic in terms of program requirements, including contract terms and conditions, or unrealistically high or low cost when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

M-3 EVALUATION CRITERIA AND FACTORS

1. EVALUATION AREAS

This section outlines the Evaluation Criteria the Government will consider in evaluating the offeror's capabilities and the proposals submitted in response to the solicitation. The proposal will be evaluated for merit and ability to satisfy the objectives of the acquisition on the criteria; factors listed herein and will be competitively rated on these criteria. Cursory responses or responses which merely reiterate or reformulate the PWS cannot be considered responsive to the requirements of the solicitation. Evidence of experience, capability, and qualifications which clearly demonstrate and support the offeror's claim are essential. The absence of such evidence will adversely influence the evaluation of the proposal. Award will be made to the offeror proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors described below.

FACTOR A: TECHNICAL METHODOLOGY FACTOR B: PAST PERFORMANCE FACTOR C: COST/PRICE

2. RELATIVE IMPORTANCE OF EVALUATION FACTORS

The following factors are listed in descending order of importance: Technical and Past Performance. The non-cost/non-price factors when combined are more important than cost/price.

M-4 EVALUATION FACTORS

The Offeror's Proposal will be evaluated in context of each Factor below.

1. FACTOR A: TECHNICAL (VOLUME I)

The Government will rate Technical proposals using the below adjectival ratings. Government identified Focus Area IAW L-5.3 will also be considered in the assessment of the offeror's understanding of the SEABOSS requirements as described in the RFP and associated applicable publications.

COMBINED TECHNICAL/RISK RATINGS		
	FACTOR RATING	**DESCRIPTION**
	OUTSTANDING	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
	GOOD	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
	ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
	MARGINAL	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
	UNACCEPTABLE	Proposal does not meet the requirements of the solicitation, and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

2. FACTOR B: PAST PERFORMANCE (VOLUME II)

Past Performance information will be used to evaluate offeror's prior performance conducting similar or directly related work. For evaluation of Past Performance, the Government may use information from any sources available to it including, but not limited to, the Contractor Performance Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), or

other databases. The Government may review other relevant past performance information from other sources or conduct interviews tailored to the circumstances of the acquisition. In determining the rating for the past performance evaluation factor, the Government will give greater consideration to the efforts which the Government feels are most relevant to the Government's requirements in this RFP. There are two aspects to the past performance evaluation. The first is to evaluate the Offeror's (and subcontractors proposed to perform important portion(s) of the requirement) past performance information to determine how relevant a recent effort performed is to the effort to be acquired through the source selection. The second aspect of past performance evaluation is to determine how well the Offeror performed on the previous contracts.

The information to be considered may include the Offeror's record of: (1) management (program management, management responsiveness, management of personnel, process management, and subcontract management); (2) cost performance and management on any previously performed cost reimbursable contracts; (3) administrative aspects of performance; (4) history of technical proficiency; and (5) commitment to customer satisfaction and business-like concern for interests of the customer.

In addition to the prime contractor, the Government may consider work performed by subcontractors, teaming partners, and joint ventures proposed. The Government may also consider available past performance information of proposed Key Personnel. While the past performance information for subcontractors will be considered, the Government intends to give more weight to the Offeror's past performance information over its subcontractor(s)' past performance information.

Relevancy includes similarity of the past performance occurring within the last five years. Relevancy is defined in terms of:

1. Complexity: For past performance to be considered relevant, the level of complexity of the management, maintenance and logistics services needs to be commensurate with the complexity of the services described in this RFP.

2. Magnitude/Dollar Value: Relevancy will be based on the contract award amount (order of magnitude) associated with the past performance when compared to the "order of magnitude" of effort described in the PWS.

3. Scope: Management, maintenance and logistics services as described in the RFP.

4. Experience: Any contractor with less than five years' experience will be deemed less than "very relevant."

With respect to relevancy, more relevant past performance is considered a stronger predictor of future success and will have more influence on the Government's past performance confidence assessment than past performance of lesser relevance. Past performance relevancy ratings are:

PAST PERFORMANCE RELEVANCY RATINGS		
	RATING	**DESCRIPTION**
	VERY RELEVANT	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
	RELEVANT	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
	SOMEWHAT RELEVANT	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
	NOT RELEVANT	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

For Recency ratings, a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which the past performance references are considered relevant.

PAST PERFORMANCE RECENCY RATINGS		
	RATING	**DESCRIPTION**
	RECENCY	Any contractor with less than five years' experience will be deemed less than "Not Recent."

The Government may, at its discretion, obtain and evaluate past performance information from sources other than those provided by the Offeror (e.g. Contractor Performance Assessment Reviews (CPARs) to determine an Offeror's ability to successfully perform the requirements of the contract. Offeror(s) that do not have a record of relevant past performance will receive a neutral rating.

The Government will rate the Past Performance Factor using the below adjectival ratings:

PAST PERFORMANCE CONFIDENCE ASSESSMENTS RATINGS		
	RATING	**DESCRIPTION**
	SUBSTANTIAL CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
	SATISFACTORY CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
	NEUTRAL CONFIDENCE	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
	LIMITED CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

	NO CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

3. FACTOR C: COST/PRICE (VOLUME III)

For evaluation purposes, the offeror's cost/price will be the proposed cost/price for all CLINs. The Government evaluation will include CLINs associated with the Option to Extend Services in accordance with FAR 52.217-8. Evaluation of Options shall not obligate the Government to exercise the Options. A price analysis in accordance with FAR 15.404 will be performed on all offers received. The Government will evaluate line items to determine if the prices are unbalanced (FAR 15.404-1(g)). The cost details for proposed prices will be assessed for reasonableness, realism, and completeness. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and of his ability to perform the contract within the financial restraints therein

and may be cause for rejection of the proposal. The burden of proof as to pricing credibility rests with the offeror. This assessment may take the form of a narrative assessment and/or a Government analysis of cost details associated with the proposal.

In evaluating the cost/price portions of the proposals, the Government will evaluate the offeror's proposed price/cost for completeness, reasonableness, and realism as identified below.

COST /PRICE RATINGS

	RATING	**DESCRIPTION**
	COMPLETENESS	A thorough review of all elements of the proposal will be accomplished to ensure total responsiveness to the solicitation requirements.
	REASONABLENESS	The offeror's proposal will be evaluated for reasonableness. Evaluation will include review of cost elements/details such as proposed labor rates, fringes, overhead rates, other directs costs, indirect costs, and fees. The offeror's proposed rates, accounting and estimating systems shall be FIP/FIAR compliant and will be verified with the cognizant Defense Contract Administration Service and Defense Contract Audit Agency. Formal audit will be requested if deemed appropriate.
	REALISM	The Government will perform a realism analysis by independently reviewing and estimating the specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed costs elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance described in the offeror's technical proposals. A realism analysis will be used to determine the probable cost of performance of each offeror.