SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W911SD26QA108	30 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	SHAWN VALASTRO	520-687-8182	07 AUG 2026 11:00 AM

9. ISSUED BY CODE W911SD

W6QM MICC-WEST POINT
KO DIRECTORATE OF CONTRACTIN, MADC 681 HARDEE PLACE
WEST POINT, NY 10996-1514
UNITED STATES
SHAWN VALASTRO, EMAIL: SHAWN.M.VALASTRO.CIV@ARMY.MIL
TELEPHONE: 520-687-8182

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % 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): 541380

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] 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
[X] 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)*

[X] 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 [X] 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

Section A - Solicitation/Contract Form

Instrument Name: CEE Structure BEAM

Product Service Code : N099

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	STRUCTURE BEAM- Steel And Material Commission Year: 2026 Product Service Code: 3895 North American Industry Classification System (NAICS): 541380 Pricing Arrangement: Firm Fixed Price	1	Each		
0002	STRUCTURE BEAM- Erection Product Service Code: N099 North American Industry Classification System (NAICS): 541380 Pricing Arrangement: Firm Fixed Price	1	Lot		

Section C - Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT (PWS)

Structural Load Frame for the Department of Civil & Environmental Engineering

General Information

1. GENERAL: This is a non-personal contract to purchase and install a Structural Load Frame which is a customizable steel structure for structural testing comprised of multiple steel members including but not limited to columns, beams, bracing, fasteners and connection plates. When fully assembled, the structural load frame will support civil engineering laboratories. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The Contractor, in turn, shall be accountable to the Government for Contractor or subcontractor personnel.

1.1. Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the erection of the structural load frame to support civil engineering laboratories, as defined in this Performance Work Statement (PWS), except for those items specified as government furnished property and services, which includes a 10 ton overhead crane and crane operator. The Contractor shall perform in accordance with (IAW) the terms and conditions of the contract and consistently with the established standards in this PWS and contract.

1.2. Background: This structural load frame will be used to perform laboratory testing for the department. The area for this new installation is in the Goethals Hall also referred to as the Cyber Engineering and Academic Center (CEAC) building located on Thayer Road. The intent of this purchase is to support the civil engineering program.

1.3. Objectives: The basic objective for this structural load frame includes the following:

1.3.1. The Contractor shall fabricate steel members for the structural load frame design provided in the file titled "CEAC_LoadFrame_Drawings.pdf". This includes drilling connection holds and welding connection plates. The members required for the load frame include two columns with welded base plates, a beam with welded connection plates and stiffeners, and ten bracings with welded connection plates.

1.3.2. The Contractor shall perform onsite erection of the load frame, and all work related to the proper delivery, installation, and verification that the load frame was properly installed in the high bay laboratory in Goethals Hall. The final load frame will be validated by the Government and COR.

1.3.3 The Contractor shall oversee and provide any rigging equipment, electrical parts, labor, fasteners and any other materials used in the erection of the load frame including, but no limited to all fasteners such as high strength structural bolts, nuts, washers and direct tension indicating washers. The Government will provide access to a 10-ton overhead crane and a crane operator to

support rigging and installation in the Goethals Hall. The Contractor will have to provide lifting straps and equipment necessary.

1.4. Scope:

a. The structural load frame is a customizable steel structure for structural testing comprised of multiple steel members including but not limited to columns, beams, bracing, fasteners and connection plates

b. All equipment should be delivered to the West Point Goethals Hall also referred to as the Cyber Engineering and Academic Center after completion in coordination with the customer.

c. The contractor will fabricate all steel members offsite according to the design drawings provided in the file titled "CEAC_LoadFrame_Drawings.pdf". The acceptable tolerance for all load frame members is within 1/32 inch.

d. The entire system including all components, material, equipment, and fasteners needed to erect the frame will be purchased and installed by the contractor.

e. The contractor will erect the steel load frame in the High Bay (GH-102) and is responsible for delivery, rigging, labor for erection, and debris disposal.

f. The Contractor will be able to access the High Bay (GH-102) through a 11-ft wide overhead door. The High Bay has two adjacent overhead 10-ton cranes which will be able to be used to support rigging of the machine. The government will also provide the crane operator.

h. Customer is required to validate all facility requirements to include but not restricted to stable connection with the strong floor, and safety.

1.5. Period of Performance: The period of performance will be for a 2-month period.

1.6. General Information

1.6.1. Quality Control: Quality Control is the responsibility of the Contractor. The Contractor is responsible for the delivery of quality services/supplies to the Government (see FAR 52.246-1 Contractor Inspection Requirements).

1.6.1.1. Quality Control Program: The Government is committed to a highly interactive relationship between quality control by the Contractor and quality assurance by the government recipient of services. This relationship shall be achieved through an effective Prevention Based Quality Control Program dedicated to ensuring the best possible products and services to end users. The Contractor shall provide their final written Quality Control Plan (QCP) no later than 30 calendar days after contract award and within 5 business days of any proposed changes.

1.6.1.1.1. The Contractor's quality program shall demonstrate its prevention-based outlook by meeting the objectives stated in the PWS throughout all areas of performance. The QCP shall be developed to specify the Contractor's responsibility for management and quality control actions to

meet the terms of the contract. The QCP as a minimum shall address continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; procedures for root cause analysis to identify the root cause and root cause corrective action to prevent re-occurrence of discrepancies; procedures for trend analysis; procedures for collecting and addressing customer feedback /complaints.

1.6.1.1.2. Within 48 hours upon completion and or at the request of the COR, the Contractor shall provide, all reports generated as a result of the Contractor's quality control efforts. This shall include any summary information used to track quality control, including any charts/graphs.

1.6.1.1.3. The Contractor's QCP shall be incorporated into and become part of this contract after the plan has been accepted by the KO. Proposed changes made after KO acceptance shall be submitted in writing through the COR to the KO for review and acceptance prior to implementing any revision. The Contractor's QCP shall be maintained throughout the life of the contract and shall include the Contractor's procedures to routinely evaluate the effectiveness of the plan to ensure the Contractor is meeting the performance standards and requirements of the contract.

1.6.1.2. Contractor Discrepancy Report (CDR): When the Contractor's performance is unsatisfactory, a CDR will be issued. The Contractor shall reply in writing within five (5) work days from the date of receipt of the CDR, giving the reasons for the unsatisfactory performance, corrective action taken, and procedures to preclude recurrence.

1.6.1.3. Quality Assurance: The COR will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the COR must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). When an observation indicates defective performance, the COR will require the Contractor or designated on-site representative to initial the observation to acknowledge the defective performance. The acknowledgement of the observation does not necessarily constitute Contractor concurrence with the observation, only that the Contractor has been made aware of the defective performance.

1.6.2. Property Management System: The Contractor shall establish a system to manage Government Furnished Equipment (GFE) in its possession to control, use, preserve, protect, repair and maintain. The Property Management System (PMS) must be adequate to satisfy the requirements of Property Management in accordance with (IAW) FAR clause 52.245-1 Government Property.

1.6.3. Recognized Federal Holidays: The Contractor shall not be required to perform services on recognized federal holidays. The recognized federal holidays include:

New Year's Day Labor Day

Martin Luther King Jr.'s Birthday Columbus Day

Washington's Day Veteran's Day

Memorial Day Thanksgiving Day

Independence Day Christmas Day

1.6.3.1. When a holiday occurs on a Saturday, Federal employees are normally granted the previous Friday as the holiday observance. When a holiday occurs on a Sunday, Federal employees are normally granted the following Monday as the holiday. The contractor shall work on the days the Government is scheduled to work.

1.6.3.2. When an unforeseen installation closure occurs on a regularly scheduled day of work, the Contractor will have the following options:

1.6.3.2.1. Reschedule the work so it is performed the following day unless the following day falls on a weekend.

1.6.3.2.2. Reschedule the work on any day that is mutually satisfactory.

1.6.4. Hours of Operation: The Contractor shall be responsible for providing services, between the hours of between 7:30 AM to 3:30 PM, Eastern Standard Time Monday through Friday, except federal holidays or when the government facility is closed due to local or national emergencies, administrative closings or similar government directed facility closings. The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential to successful performance under this contract. No overtime (OT) or compensatory time (CT) is authorized. Contractor personnel shall not exceed a 40 hour work week; flexible work schedule may be considered.

1.6.5. Place of Performance: The work to be performed under this contract shall be accomplished at the United States Military Academy, Department of Civil & Environmental Engineering, Goethals Hall, Cyber and Engineering Academic Center, High-Bay Room 102.

1.6.6. Security Requirements: Contractor personnel shall comply with all applicable security and safety regulations, guidance, and procedures, including local, referenced in this PWS and in effect at the work sites. All personnel must meet requirements IAW DODD 8570. A successful NCIC II background check must be completed on all contractors prior to the execution of this contract.

1.6.6.1 Originate the request through your Contractor Company Facility Security Officer (FSO) based on bona fide contractual occupational requirement. Individuals cannot apply for a personnel security clearance application on their own. The security clearance process begins when a company determines that an employee or candidate for employment requires a personnel security clearance to access classified information in order to perform the duties of his or her position. If the applicant has never held a personnel security clearance, or if their previous clearance was

terminated more than 24 months ago, this is referred to as an initial clearance. The employee must complete an Electronic Questionnaire for Investigations Processing (e-QIP), signature pages and submit fingerprints electronically for all initial investigation requests.

1.6.6.2 Requests for clearances are sent to the Personnel Security Management Office for Industry (PSMO-I) which can issue interim clearances for industry personnel on behalf of the DoD and User Agencies under the National Industrial Security Program. The kind, or type, of investigation conducted depends on the access level that the individual is required to have to perform his or her official duties. For access to CONFIDENTIAL or SECRET information, a National Agency Check with Local Agency Checks and Credit Check (NACLC) is completed. For access to TOP SECRET or Sensitive Compartmented Information (SCI) information, a Single Scope Background Investigation (SSBI) is required.

Average Investigation timelines (days) for FY15 were as follows:

NACLC: 75

PHASE/SSBI -PR: 230

SSBI: 177

1.6.6.3 Upon the completion of the background investigation, DoD Adjudications Facilities adjudicates the case. The adjudicator considers the following factors when evaluating an individual's conduct:

1. The nature, extent and seriousness of the conduct

2. The circumstances surrounding the conduct, to include knowledgeable participation

3. The frequency and recency of the conduct

4. The individual's age and maturity at the time of the conduct

5. The extent to which participation is voluntary.

6. The presence or absence of rehabilitation and other permanent behavioral changes

7. The motivation for the conduct

8. The potential for pressure, coercion, exploitation, or duress; and

9. The likelihood of continuation or recurrence of the conduct

Each case is judged on its own merits and the final determination is the responsibility of the specific department or agency that adjudicates the clearance eligibility. Any doubt regarding whether access to classified information is clearly consistent with national security must be resolved in favor of national security.

1.6.6.4 Personnel Security Clearances must be kept to an absolute minimum based on contractual needs; for more information please visit http://www.dss.mil/psmo-i/indus_psmo-i_process_applicant.html.

1.6.6.5 Safeguarding For Official Use Only (FOUO) Information. During normal duty hours, the Contractor shall place information determined to be FOUO in an out-of-sight location, if visitors, casual traffic, and other non- Government/Non-Contractor personnel have access to the work area. During non-duty hours and at the close of business, the Contractor shall store FOUO records, so as to preclude unauthorized access. The transmission, termination of, and disposal of, FOUO documents will be consistent with Army Regulations (AR) 380-5, Protection of FOUO, Information and Installation Policy.

1.6.6.6 Network Access. Contractor personnel requiring access to Government-owned computer networks must obtain the proper background level of investigations, with favorable results, at the Contractor's expense, prior to being issued a user identification and password IAW AR 380-67 and AR 380-5. Additionally, Contractor employees and associated subcontractor employees must complete the DoD IA, Information Awareness training, before issuance of network access, and annually thereafter.

1.6.6.7 Accounting for Common Access Cards (CACs) for Contractor Personnel Departing

CAC Issuance and Revocations: DoDI 5200.46, September 9, 2014

A CAC will not be issued (or maintained) by a person if there is a reasonable basis to believe, based on the individual's criminal or dishonest conduct, that issuance of a CAC poses an unacceptable risk.

a. An individual's conduct involving questionable judgment, lack of candor, dishonesty, or unwillingness to comply with rules and regulations can raise questions about his or her reliability or trustworthiness and may put people, property, or information systems at risk. An individual's past criminal or dishonest conduct may put people, property, or information systems at risk.

b. Therefore, conditions that may be disqualifying include:

(1) A single serious crime or multiple lesser offenses which put the safety of people at risk or threaten the protection of property or information. A person's convictions for burglary may indicate that granting a CAC poses an unacceptable risk to the U.S. Government's physical assets and to employees' personal property on a U.S. Government facility.

(2) Charges or admission of criminal conduct relating to the safety of people and proper protection of property or information systems, regardless of whether the person was formally charged, formally prosecuted, or convicted.

(3) Dishonest acts (e.g., theft, accepting bribes, falsifying claims, perjury, forgery, or attempting to obtain identity documentation without proper authorization).

(4) Deceptive or illegal financial practices such as embezzlement, employee theft, check fraud, income tax evasion, expense account fraud, filing deceptive loan statements, or other intentional financial breaches of trust.

(5) Actions involving violence or sexual behavior of a criminal nature that poses an unacceptable risk if access is granted to federally-controlled facilities and federally-controlled information systems. For example, convictions for sexual assault may indicate that granting a CAC poses an unacceptable risk to the life and safety of persons on U.S. Government facilities.

(6) Financial irresponsibility may raise questions about the individual's honesty and put people, property or information systems at risk, although financial debt should not in and of itself be cause for denial.

(7) Deliberate omission, concealment, or falsification of relevant facts or deliberately providing false or misleading information to an employer, investigator, security official, competent medical authority, or other official U.S. Government representative, particularly when doing so results in personal benefit or which results in a risk to the safety of people and proper safeguarding of property and information systems."

Compliance with HSPD-12: On 07 Mar 14 the Secretary of the Army published Army Directive 2014-05, which establishes HSPD-12 investigative and adjudicative policy and procedures to support credentialing determinations for the issuance of CACs to eligible Army Contractor personnel. HSPD-12 mandates a Government wide standard for secure and reliable forms of identification issued by the Federal Government for physical access to federally controlled facilities and/or logical access to federally controlled information systems. The CAC is the DoD federal personal identity verification credential.

The purpose of security screening is to ID those persons who may pose a threat to good order and discipline on Fort Bragg by either denying them access or placing restrictions on their movement. The following criteria will be used as a guideline for determining denial of access to Fort Bragg:

(1) (U) Any record of a felony conviction for a crime (includes murder, rape, sale of illegal drugs, grand theft, arson, and kidnapping).

(2) (U) Three or more misdemeanor convictions within the past five years (includes assault, theft of $500 or less, and excludes traffic violations).

(3) (U) VCC personnel will NOT relay the source of the information to the visitor (e.g. visitors will not be told that the information comes from the Bars and Suspension List or from NCIC screening). Subjects are not authorized to view the information under any circumstances.

(4) (U) The SC is the final approval authority for any adjudication request for access denial.

If CTRs meet access control standards of Army Directive 2014-05 (Policy and Implementation for Common Access Card Credentialing and Installations Access for Uncleared Contractors, dated 7 Mar 14) then DoD Consolidated Adjudications Facility (CAF) will conduct centralized adjudications of favorable HSPD-12 background investigations. The DoD CAF will forward investigations that

cannot be favorably adjudicated to the Defense Office of Hearings and Appeals (DOHA) for a final credentialing determination. The Contractor shall complete the Updated Personal Identity Verification of Contractor Personnel for Common Access Cards (CACs) form contained as Technical Exhibit H which will be provided to the COR NLT the 10th day of each month.

The Contractor shall immediately report any lost CAC or Government issued identification cards to the COR and Military and/or DoD police agencies. The Contractor shall immediately collect the CAC and other Government issued forms of identification upon termination of employee, or at the end of the contract performance period. The CAC and other Government issued forms of identification shall be returned to the COR within one (1) hour of employee termination, or at the end of contract performance period, whichever comes first. Final payment may be delayed if Contractor fails to comply with these requirements.

(1) In the event a contractor employee separates without advance notice (either quits or is terminated), the contractor shall immediately notify the Trusted Agent (TA) who will ensure CAC permissions are revoked the same day. In various instances a contractor employee may not be on task (working) due to furloughs, suspensions pending the outcome of an investigation, or the contract reaches the end of the period of performance (POP) and renewal is anticipated but not yet complete. During these occurrences, the TA or a representative from the contractor (TA's choice) will collect and retain the CACs of the affected contractor personnel residing in the local area however; CAC permissions will not be revoked in the Trusted Associate Sponsorship System (TASS). Collecting CACs however, may not be feasible for contractor personnel located in remote locations. When contractor personnel return to work under the contract, they will retrieve their CAC from the responsible party who collected it.

(2) The contractor shall include a monthly report listing contractor employees who departed during the previous month and the date their CACs were turned in using the format listed below.

Employee Name Contract Number TO Number Company Name Office Symbol TA Name Termination Date Date CAC returned to RAPIDS Site Remarks

Physical Security Plan. This portion of the Contractor's security program shall address physical security aspects associated with contract performance and describe how the Contractor shall prevent unauthorized access, vandalism, pilferage, larceny, sabotage, and arson directed toward Contractor-controlled facilities and Government Furnished Property (GFP). The following regulations shall apply when developing the physical security plan: ARs 190-11, 190-13, and 190-51; Department of Defense (DOD) 4500.9-R, and Department of Defense Instruction (DODI) 5100.76 and DODI 5220.22, and applicable Fort Bragg regulation or policies. The Contractor shall develop and implement a physical security plan in accordance with AR 190-13.

Key Control. The Contractor shall include in the physical security section of the Contractor's security program a key control plan IAW applicable regulations, policies and directives ensuring keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The key control plan shall include requirements of AR 380-5, Fort Bragg 380-5 and FORSCOM Supplement 1 to AR 380-5, if classified materials are being stored. NOTE: All references to keys include key cards. No keys issued to the Contractor by the

Government shall be duplicated. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the COR.

In the event keys are lost or duplicated, the Contractor shall, upon direction of the KO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the KO.

Lock Combinations. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's security program.

Information Security Plan. The Contractor shall develop and implement an Information Security Plan IAW AR 380-5 AR 380-67, Fort Bragg (FB) 380-5, FB 380-67, and FORSCOM Supplement 1 to AR 380-5, for the control of classified information. The Contractor's information security program shall include applicable provisions of AR 380-series regulations.

National Industrial Security Program (NISP). The Contractor shall implement and maintain a security program for control of personnel, property, and information, including, unclassified and classified materials, documents, and records. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires Contractors to comply with--(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the Contractor. In addition, the Contractor's security program shall include provisions for, but not limited to:

--Initial and Annual Operations Security (OPSEC) awareness training IAW AR 530-1.

--Receiving, storing, disseminating, transmitting, transporting, and protecting items classified as

CONFIDENTIAL or SECRET by the Government, including the use of courier cards.

--In-processing and out-processing Contractor personnel for security matters.

--Obtaining Contractor personnel security clearances.

--Documenting and reporting actual and potential security problems.

--Initiating proper procedures to correct documented problems and implementing corrective procedures in the Contractor's security program.

--Filing Classified Documents. All Government-furnished classified and unclassified files in existence at the contract performance start date and those generated under this contract shall be maintained in accordance with AR 25-400-2 or other applicable regulations. Files shall be transferred to the KO or designated representative upon completion of the contract period or last day of contract performance, whichever comes first. Such files are the property of the U.S. Government. The Contractor shall provide security of classified documents in accordance with AR 380-5 and DOD 5200.1-R, NISP Operating Manual.

1.6.6.8. Force Protection Conditions (FPCON's): During higher Force Protection Conditions (FPCON's) Contract personnel are required to comply with all Antiterrorism policies and procedures while on the installation. Contract personnel may be directed to enter the installation through certain access control points where they can best be identified and searched. Contractor personnel may be prohibited from certain portions of the installation during exercises and actual emergencies.

1.6.6.8.1. Contractors will comply with parking restrictions and will not park in unauthorized parking areas or within 82 feet of an inhabited building when directed.

1.6.6.8.2. Access control roster (personnel and vehicles) must be provided. Names / vehicles verified by the company and received background screening. Substitutes receive same vetting process prior to work.

1.6.6.8.3. All contractor personnel and vehicles are subject to search while on the installation

1.6.6.8.4. In the event of an identified restricted/exclusion area, the contractor personnel will not be authorized without specific permission or an escort.

1.6.6.8.5. Access may be denied during increased readiness or Force Protection Conditions (FPCON's).

1.6.7. General:

1.6.7.1. The Contractor shall be responsible for ensuring all personnel performing work under this contract possess and maintain current certifications as indicated in PWS; security requirements during the execution of this contract.

1.6.7.2. Contractor personnel performing work under this contract shall be able to read, write, speak, and understand the English language to effectively carry out all contract requirements. They shall have a command of both the written and spoken English language to properly clearly, and effectively communicate in person or via electronic devices (telephone or Email) with co-workers, customers, and the general public.

1.6.7.3. Contractor personnel performing work under this contract shall be U.S. citizens unless the provisions of Army Regulation 25-2, Information Assurance have been fully completed and approval has been granted by the Government for the non-U.S. citizen to perform the required support.

1.6.7.4. Contractor shall be responsible for ensuring all personnel performing work under this contract possess and maintain current Information Assurance Technician (IAT) Level I professional certification during the execution of this contract.

1.6.7.5. Access and General Protection/Security Policy and Procedures: All Contractor personnel performing work under this contract shall comply with applicable installation, facility and area commander installation/facility access, local security policies and security procedures provided by the Security Manager Government representative. Contractor personnel shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor personnel shall comply with all personal identity verification requirements as directed by Department of Defense (DoD), HQ Department of Army (DA) or local policies. Sponsoring organizations, activities, and persons will be responsible for monitoring contractor access by submitting a completed and approved DES Form 118 to the Installation All American VCC, detailing the contracted services to be performed, location of services, and duration of the contract. Contractors requesting access for less than one year may receive an AIE visitor card on a case by case basis, or a temporary vehicle pass for 90 days. Contractor cards will be issued for periods of one to three years depending on the terms of their contract. AIE card expirations may be updated to reflect a new contract period by submitting an approved DES Form 118 to the All American VCC. Renewed short term passes must be re-processed at the All American VCC. In addition to the changes otherwise authorized by this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor and subcontractor security matters or processes.

1.6.7.6 Anti-Terrorism (AT) Level I Training: Contractor personnel performing work under this contract that require access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after commencing performance under this contract. The Contractor shall submit employee certificates of completion within 30 calendar days after completion of the training. Pursuant to Department of Defense Instruction Number 2000.16, "DoD Antiterrorism (AT) Standards," dated October 2, 2006, each contractor employee requiring access to a Federally-controlled installation, facility and/or Federally-controlled information system(s) shall complete Level I AT Awareness Training on an annual basis and receive a certificate of completion. The training is accessible from any computer and is available at https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf

Follow the below instructions:

1. Click - DOD CAC or No DOD CAC

2. Next click - I am a U.S. mil, government civil servant, or contract employee

3. Next click - I've been directed to take required training on JKO

4. Next click - Courses

5. I do not have a .MIL, .GOV, or .NDU.EDU address or I am a Multi-National Student

6. Fill out the contact sheet and email to sponsor (COR)

7. Sponsor (COR) will email to the JKO help desk

1.6.7.7. iWATCH Training: The Contractor shall brief all personnel performing work under this contract on the local iWATCH program [training standards provided by the requiring activity Anti Terrorism Office (ATO)]. This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award with the results reported to the COR NLT 45 calendar days after contract award. New employees shall complete the training within 10 calendar days of commencing performance of work under this contract.

1.6.7.8. The COR and contractor are responsible for ensuring that all applicable employees have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer and the Contracting Officer's Representative (if appointed) within five working days after contract award or prior to access to a Federally-controlled installation or information system.

1.6.7.9. In the event that the automated system is not available (e.g., server problems), Level I AT Awareness Training can be provided by a qualified instructor. However, if the training is not completed online, the Level I AT Awareness Instructor qualification must be coordinated with the USAG Antiterrorism Officer (or Installation Security equivalent) and the resultant name(s) of approved instructors shall be provided the contracting officer or designee along with all associated cost or schedule impacts to the contract. (c) Antiterrorism performance (Level I AT Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract, and be part of past performance information in support of future source selections.

1.6.7.10. Documentation on the above training will be made available to the Installation Antiterrorism Officer upon request.

1.6.7.11. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Additional information about trafficking in persons may be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons' at http://www.state.gov /g/tip. Government contracts shall --

(a) Prohibit contractors, contractor employees, subcontractors, and subcontractor employees from --

(1) Engaging in severe forms of trafficking in persons during the period of performance of the contract;

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

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

(b) Require contractors and subcontractors to notify employees of the prohibited activities described in paragraph (a) of this section and the actions that may be taken against them for violations; and

(c) Impose suitable remedies, including termination, on contractors that fail to comply with the requirements of paragraphs (a) and (b) of this section.

1.6.8. Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5. The post award conference will also be utilized to ensure contractor understands all HSPD-12 requirements. The KO, COR (and other government personal) will hold a quarterly progress meet with the Contractor to review the Contractor's performance. At these meetings the KO and COR will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.9. Contracting Officer Representative (COR): The COR will be identified by separate letter of appointment. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: Assures that the Contractor performs the technical requirements of the contract; performs inspections necessary in connection with contract performance; maintains written and oral communications with the Contractor concerning technical aspects of the contract; issues written interpretations of technical requirements, including government drawings, designs, specifications; monitors Contractor's performance and notifies both the KO and Contractor of any deficiencies; coordinates availability of government furnished property, and provides site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting contract.

1.6.9.1. Will ensure that all contractors/subcontractors are processed for a background check or National Agency Check with Inquiry (NACI) as needed. The background check is the minimal investigation to be adjudicated for a USMA Identification Card (Local Access Badge) versus the NACI, which requires fingerprinting and submission of EQIP. NACIs are required for contractors /subcontractors that require a CAC and/or government computer accounts.

1.6.9.2. Will ensure that the USMA Form 13-16, Personnel Background Check, is correctly completed and signed by the COR who is a properly cleared Federal Employee.

1.6.9.3. Will ensure that the USMA Form 13-16, Personnel Background Check, is submitted within 10 days prior to personnel starting projects on West Point, depending on when contract is awarded

and work is scheduled to start. Waivers are made for the 10 day suspense on a case by case basis, in emergency situations as needed only.

1.6.9.4. Will ensure that all identified contractors requiring a CAC and/or government computer access, submit fingerprints and complete a NACI investigation submission via EQIP, prior to being issued a CAC and/or given access to the government computer network.

1.6.9.5. Will ensure that all government issued identification and vehicle stickers are confiscated from contractors/subcontractors upon termination of employment or end of project. These items will be returned to MPD and DES.

1.6.9.6. Will ensure that all contractors requiring access to the Installation have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer.

1.6.10. Key Personnel: Key personnel shall not be added to or removed from the contract without express acknowledgement of the COR. Any changes to the working status of these key personnel shall be transmitted (in writing) to the KO/COR within ten (10) work days of the proposed change. If, for any reason, any of the key personnel becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days the contractor shall promptly replace personnel with personnel who possess qualifications equal to or better than that of the original employee. The Contractor shall ensure all key personnel terminated or released from employment under this contract are replaced within ten (10) work days of the termination.

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1.6.11. Contractor Personnel: (This subsection applies to ALL Contractor personnel).

1.6.11.1. Identification of Contractor Personnel: All Contractor personnel attending meetings, answering government telephones, and working in other situations where their Contractor status is not obvious to third parties, are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials.

1.6.11.1.1. All Contractor personnel performing work under this contract shall obtain a Department of Defense (DoD) Common Access Card (CAC) if working on the installation. The CAC shall be worn at all times, when performing work under this contract, to include attending government meetings and conferences. Unless otherwise specified in the contract, Contractor personnel shall wear in a conspicuous place on the front of exterior clothing and above the waist, except when safety or health reasons prohibit such placement or when being used for computer access.

1.6.11.1.2. Contractor personnel shall be required to obtain a CAC at least ten (10) work days prior to start of base contract period or prior to performance under this contract, whichever comes first.

1.6.11.1.3. The Contractor shall develop, maintain, and provide to the COR an updated roster which shall include names and positions of all Contractor personnel as well as indicating which

employees were issued CAC or other forms of government identification cards. The Contractor shall submit initial roster to the COR within ten (10) calendar days after commencement of base period of performance.

1.6.11.1.4. The Contractor shall immediately report any lost CAC or government issued identification cards to the COR and Military and/or DoD police agencies. The Contractor shall immediately collect the CAC and other government issued forms of identification upon termination of employee, or at the end of the contract performance period. The CAC and other government issued forms of identification shall be returned to the COR within one (1) hour of employee termination, or at the end of contract performance period, whichever comes first Final payment may be delayed if Contractor fails to comply with these requirements.

1.6.11.1.5. For contractors that do not require CAC, but require access to a DoD facility or the installation, the contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 /AR 190-13). This is also for all employees who will be entering Army-controlled installations or facilities (Central Area/Restricted area). Applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative) must be adhered to. Documentation of these checks will be made available to the COR and security personnel upon request.

1.6.11.1.6. The company will provide to the COR, ten days in advance of the event, names, Date of Birth, and Social Security numbers of all employees who will be entering Army-controlled installations or facilities.

1.6.11.1.7. The company will ensure that its employees entering Army-controlled installations or facilities have obtained local access badges and passes (if required) in accordance with facility regulations and that these badges and passes are obtained in advance so as not to delay the accomplishment of contracted services.

1.6.11.1.8. The company will return all issued U.S. Government Common Access Cards, installation badges, and/or access passes to the COR when the contract is completed or when a contractor employee no longer requires access to the installation or facility.

1.6.11.2. Contractor Personnel Appearance and Performance: It is essential that all Contractor personnel meet the highest standards of professionalism and personal integrity. The Contractor shall ensure their personnel do not perform work under the influence of alcohol, illegal prescribed drugs or any other incapacitating agents. Contractor personnel shall be neatly groomed and dressed in business casual attire to present a professional appearance at all times.

1.6.11.3. Contractor Vehicles. Ensure that the contractors understands the parking policy #13 dated 1 May 2024.

1.6.11.3.1. Under no circumstances will Contractors Park in Central Parking Area (CPA) Lots

1.6.11.3.2. The local general, visitor, and government designated parking areas SHALL NOT be used by the contractor. No general contractor or subcontractor employee parking is available near the immediate site. The contractor will need to identify and locate parking facilities for general and subcontractors on/off of West Point and provide a means for shuttling workers to the site. West Point shuttle services will not be used for transporting workers to the site.

1.6.11.3.3. Contractors and construction vehicles can only park in pre-approved designated staging areas or as identified in their contract, but not in contradiction of the CPRA Policy or the Installation Access policy #11 dated 15 November 2023. Central Area Parking is reserved for Staff and Faculty and requires a special pass. In accordance with AR 190-5, persons who operate a motor vehicle on West Point shall be deemed to have given consent for the removal and temporary impoundment of the privately owned vehicle (POV) and construction equipment when it is:

(1) Parked illegally.

(2) Interfering with operations

(3) Creating a safety hazard

(4) Left unattended in a restricted or controlled area.

(5) Parked in a Central Parking Area (CPA) lot without the proper CPA Pass

(6) Parked in a reserved space authorized by the Installation Commander

1.6.11.3.4. The COR overseeing the contract will review and coordinate all contractor pass requests.

1.6.11.4. The contractor shall not employ any alien who does not have a valid US Immigration I-551 or I-94. The contractor shall provide valid social security numbers and citizenship status of all employees to the Government, upon request.

1.6.11.5. E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify is currently free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. E-Verify are the best means for determining employment eligibility of new hires and the validity of their Social Security numbers. Contractors shall use E-Verify on all employees that will be working on this installation, under this contract. This shall be done prior to the employee starting work on the installation. For E-Verify information: www.dhs.gov/E-Verify 1-888-464-4218

1.6.12. Contractor Travel: Contractor shall be required to travel CONUS during the performance of this contract to attend meetings and or conferences. The Contractor may be required to travel to The United States Military Academy, West Point in support of this contract. Contractor will be

authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR), FAR 31.205-46, and the limitation of funds specified in this contract. All travel requires advanced approval/authorization by the COR within 10 business days and via email.

1.6.12.1. Travel Templates. The Contractor shall produce a long distance travel request template, local travel log template, and a long distance trip report template. The templates shall be submitted to the COR within ten (10) days after contract award for approval.

The long distance travel request template shall include, at a minimum: Name, duty position, justification for travel, mode of travel, distance of travel, estimated time of travel, and POC of travel at the support site.

1.6.12.1.1. The Local Travel Log template shall include, at a minimum: Name, duty position, reason for travel, key personnel assisted (name, position, and phone number), significant activities accomplished during visit, follow-up requirements, recommendations/comments and signature block.

1.6.12.1.2. Long Distance Trip Report. Upon completion of long distance travel, a Long Distance Trip Report is required. Trip Reports shall be provided to COR within five (5) work days after travel has been completed. Additionally, all trip reports for the month will be rolled up into the monthly TSR. This report shall be submitted on the approved template and provide a synopsis of accomplishments performed during the travel period. The Contractor shall submit monthly invoices for reimbursement citing the appropriate CLIN. Each individual travel instance must be captured; copies of receipts, travel vouchers, etc. shall be attached to the invoice to support charges. Original receipts shall be maintained by the Contractor and made available to Government auditors upon request.

1.6.12.1.2.1. The long distance trip report template shall include at a minimum: Travelers name, position, reason for travel, mode of travel, duration of travel, destinations, organization visited, key personnel assisted (name, position, and phone number), significant activities accomplished, systems involved, discussion background, follow-up requirements, recommendations/ comments, and signature block.

1.6.13. Other Direct Costs (ODC): N/A

1.6.14. Data Rights: The government has unlimited rights to all documents/material produced under this contract to the extent permitted by the data rights clauses. The parties mutually acknowledge their understanding that this is the government's intent. All documents and materials, to include the source codes of any software, produced under this task order shall be government owned and are the property of the government with all rights and privileges of ownership/copyright belonging exclusively to the government. These documents and materials may not be used or sold by the contractor without written permission from the contracting officer. All materials supplied to the government shall be the sole property of the government and may not be used for any other purpose. This right does not abrogate any other government rights.

1.6.15. Organizational Conflict of Interest:

1.6.15.1. Purpose. To aid in ensuring that:

1.6.15.1.1. The Contractor does not obtain an unfair competitive advantage by establishing the ground rules for a future competition;

1.6.15.1.2. The Contractor's objectivity and judgment are not biased because of its present or future interests (financial, contractual, organizational, or otherwise) which relate to work performed under this contract; and

1.6.15.1.3. The Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public or proprietary information belonging to others.

1.6.15.2. Definitions.

1.6.15.2.1. The term "Contractor" herein used in section 1.6.16., Organizational Conflict of Interest, means: (a) the organization (hereinafter referred to as "it" or "its") entering into this agreement with the Government; (b) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (c) it's parent organization, if any and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (d) any organization or enterprise over which it has direct or indirect control now or in the future.

1.6.15.2.2. The term "proprietary information" for purposes of section 1.6.16., Organizational Conflict of Interest, means any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

1.6.15.3. Organizational Conflicts of Interest Examples. The following examples illustrate situations in which organizational conflicts of interest may arise. These examples are not all inclusive.

1.6.15.3.1. Biased Ground Rules. This type of conflict may arise in situations where a company sets the ground rules for a future competition. For example, when a Contractor develops requirements then competes to provide products or services to satisfy those requirements, thus obtaining a competitive advantage.

1.6.15.3.2. Impaired Objectivity. This type of conflict may exist where a Contractor's obligations under a contract require objectivity, but another role of the Contractor casts doubt on its ability to be truly objective. An example of this type of conflict is where a Contractor's work under one contract entails evaluating itself, its affiliates, or its competitors under a separate contract.

1.6.15.3.3. Unequal Access to Information. This type of conflict may arise when a Contractor has access to nonpublic or proprietary information as part of its performance under a contract that gives it an unfair advantage in a competition for a later contract.

1.6.15.4. General Constraints. The provisions of FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern this contract. Potential

conflicts may exist in accordance with FAR 9.505-1, Providing Systems Engineering and Technical Direction, through 9.505-4, Obtaining Access to Proprietary Information. In this regard, the Contractor is responsible for identifying any actual or potential organizational conflicts of interest to the KO that arise as the result of performance under this contract. To avoid or mitigate a potential conflict related to performance under this contract, the KO will impose appropriate constraints such as the constraints discussed below. Since it is impossible to foresee all of the circumstances that might give rise to organizational conflicts of interest, the constraints discussed below are not all inclusive and the KO may impose constraints other than, or in addition to, the constraints listed below.

1.6.15.4.1. The Contractor agrees that if it provides, under a contract or task order or delivery order, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or task or delivery order to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components (FAR 9.505-1).

1.6.15.4.2. The Contractor agrees that if it prepares complete specifications for non-developmental items or assists in the preparation of work statements for a system or services under a contract or task order or delivery order, it will not be allowed to furnish these items, either as a prime Contractor, a subcontractor or as a consultant (FAR 9.505-2).

1.6.15.4.3. The Contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The Contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors (FAR 9.505-3).

1.6.15.4.4. The Contractor agrees that if it gains access to proprietary information of other companies, it will exercise diligent effort to protect such proprietary information from unauthorized use or disclosure (FAR 9.505-4). In addition, the Contractor agrees to protect the proprietary information of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor also agrees that if it gains access to the proprietary information of other companies it will enter into written agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and to refrain from using the information for any purpose other than that for which it was furnished. The Contractor shall provide copies of such agreements to the KO.

1.6.15.4.5. If the Contractor, in the performance of this contract, obtains access to plans, policies, reports, studies, financial plans, data or other information of any nature which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the KO, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, or (b) release such information unless release is otherwise authorized under the contract or such information has previously been released or otherwise made available to the public by the Government.

1.6.15.5. Non-Disclosure Agreements. The Contractor shall obtain from each employee who has access to proprietary information under this contract, a written agreement which shall in substance

provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary information received in connection with the work under this contract. The Contractor will educate its employees regarding the restrictions imposed by FAR 9.505-4, so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract, except as provided herein.

1.6.15.6. Training. The Contractor shall effectively educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR Subpart 9.5 and its underlying policy and principles, so that each employee will know and understand the provisions of that Subpart and the absolute necessity of safeguarding information from anyone other than the Contractor's employees who have a need to know, and the U.S. Government.

1.6.15.7. Subcontracts. The Contractor agrees that it will include the provisions in paragraphs 1.6.15.4., 1.6.15.5., and 1.6.15.6., above and this paragraph in consulting agreements, teaming agreements, and subcontracts of all tiers, which involve access to information or the performance of services described in paragraph 1.6.15.4., above. The use of section 1.6.15., in such agreements, shall be read by substituting the word "consultant" or "subcontractor" for the word "Contractor" whenever the latter appears.

1.6.15.8. Additional Constraints. If this contract provides for the issuance of task or delivery orders, such orders may impose additional requirements and/or restrictions relating to 1.6.15., to include the requirement for the Contractor and its subcontractors and employees to furnish the Government with written non-disclosure agreements or statements of no conflict of interest. With regard to any proposal submitted by the Contractor, in response to a Request for Task or Delivery Order Proposal, by submitting its proposal the Contractor represents that it has disclosed to the KO, prior to the issuance of the task or delivery order, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5.

1.6.15.9. Conflicts Involving Future Procurements. The award of this contract, government tasking or acquiescence in the Contractor's performance of services hereunder shall not constitute or be interpreted as a determination that the Contractor is eligible to participate in future procurements, developmental efforts, implementation efforts, or related activities. Only the KOs for such efforts, applying the rules, principles, and procedures of FAR Subpart 9.5, have the authority to determine whether a conflict exists, in connection with such procurements.

1.6.15.10. Representations and Disclosures.

1.6.15.10.1. The Contractor represents that it has disclosed to the KO, prior to award of this contract, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5.

1.6.15.10.2. The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award of this contract, a prompt and full disclosure shall be made in writing to the KO. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflict.

1.6.15.11. Remedies and Waiver.

1.6.15.11.1. For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with section 1.6.16., the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the KO may terminate this contract for convenience, if such termination is deemed to be in the best interest of the Government.

1.6.15.11.2. The parties recognize that this clause has potential effects, which will survive the performance of this contract, and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the cognizant KO by submitting a full written description of the requested waiver and the reasons in support thereof (FAR 9.503).

1.6.16. Phase-In/Phase-Out Periods N/A

PART 2

DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER (KO). A person with authority to enter into, administer, and/or terminate contracts, and to make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor, as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. CONTRACTOR PERSONNEL. Contractor and subcontractor employees performing working under this contract.

2.1.5. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement (PWS).

2.1.6. DELIVERABLE. Anything that can be physically delivered, but may include non-physical things, such as meeting minutes or reports.

2.1.7. FACILITY CLEARANCE. A facility clearance (FCL) is an administrative determination that, from a national security standpoint, a facility is eligible for access to classified information at the same or lower classification category as the clearance being granted. The FCL may be granted at the Confidential, Secret, or Top Secret level. The FCL includes the execution of a Department of Defense Security Agreement (DD Form 441). Under the terms of the agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.

2.1.8. GOVERNMENT-FURNISHED PROPERTY (GFP) OR GOVERNMENT PROPERTY (GP). Property in the possession of or directly acquired by the Government and subsequently made available to the Contractor.

2.1.9. KEY PERSONNEL. Contractor employees who are critical for achieving PWS objectives. Key personnel shall meet position qualification and experience requirements indicated in the PWS. When key personnel qualifications are used as an evaluation factor in "Best Value" procurement, the Contracting Officer is the only one authorized to concur with key personnel replacement after award of the contract. When proposed key personnel resumes are used as an evaluation factor in best value procurement, a letter of commitment may be required from the individual whose resume is provided.

2.1.10. LOCAL TRAVEL: Any travel that is required to perform services IAW the PWS that is within a 50-mile radius of the place of performance.

2.1.11.

2.1.11. PERFORMANCE PREQUIREMENT SUMMARY (PRS). A listing of the service outputs under the contract that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement of the listed outputs.

2.1.12. PHYSICAL SECURITY. Actions that prevent the loss or damage of government property.

2.1.13. QUALITY ASSURANCE. A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For the purposes of this document, quality assurance refers to actions by the Government.

2.1.14. QUALITY ASSURANCE SURVEILLAND PLAN (QASP). The Government's organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.15. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.16. SUBCONTRACTOR. One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

2.1.17. WORK DAY. The length of time during a day in which the Contractor provides services, in accordance with the contract. Also referred to as Business Day.

2.1.18. WORK WEEK. Monday through Friday, unless otherwise specified.

2.2. ACRONYMS:

AFARS Army Federal Acquisition Regulation Supplement

AR Army Regulation

CCE Contracting Center of Excellence

CFR Code of Federal Regulations

CONUS Continental United States (excludes Alaska and Hawaii)

COR Contracting Officer Representative

COTS Commercial-Off-the-Shelf

DA Department of the Army

DD250 Department of Defense Form 250 (Receiving Report)

DD254 Department of Defense Form 254

DD1466 Building Pass

DFARS Defense Federal Acquisition Regulation Supplement

DMDC Defense Manpower Data Center

DOD Department of Defense

FAR Federal Acquisition Regulation

HIPAA Health Insurance Portability and Accountability Act of 1996

KO Contracting Officer

OCI Organizational Conflict of Interest

OCONUS Outside Continental United States (includes Alaska and Hawaii)

ODC Other Direct Costs

PIPO Phase-In/Phase- Out

POC Point of Contact

PRS Performance Requirements Summary

PWS Performance Work Statement

QA Quality Assurance

QAP Quality Assurance Program

QASP Quality Assurance Surveillance Plan

QC Quality Control

QCP Quality Control Plan

TE Technical Exhibit

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1. General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Part 3 of this PWS.

PART 5

SPECIFIC TASKS

5. Specific Tasks:

1) The vendor will supply all tools, rigging, electrical connection supplies to existing building power, labor, parts, materials, water hook-up[fittings, and any other miscellaneous itemsto complete the work.

2) The vendor will verify that the work completed meets the governments specifications.

3) Civil Engineering will verify that the Universal Testing Machine (UTM) meets specifications.

5. Contractor Manpower Reporting: The contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the United States Military Academy; Department of the Army via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government FY, which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website at http://www.ecmra.mil. The required data fields include:

(1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;

(2) Contract number, including task and delivery order number;

(3) Beginning and ending dates covered by reporting period;

(4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;

(5) Estimated direct labor hours (including sub-contractors);

(6) Estimated direct labor dollars paid this reporting period (including sub- contractors);

(7) Total payments (including sub-contractors);

(8) Predominant Product Service Code (PSC)/Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant PSC/FSC for each sub-contractor if different);

(9) Estimated data collection cost;

(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

(11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. PART 6

APPLICABLE PUBLICATIONS

PART 7

TECHNICAL EXHIBIT LISTING

7. Technical Exhibit List:

7.1. Technical Exhibits:

Technical Exhibit 1

1. Structural Load Frame, Goethals Hall 102, Quantity (1)

2. Scope

a. The structural load frame is a customizable steel structure for structural testing comprised of multiple steel members including but not limited to columns, beams, bracing, fasteners and connection plates

b. All equipment should be delivered to the West Point Goethals Hall also referred to as the Cyber Engineering and Academic Center after completion in coordination with the customer.

c. The contractor will fabricate all steel members offsite according to the design drawings provided in the file titled "CEAC_LoadFrame_Drawings.pdf". The acceptable tolerance for all load frame members is within 1/32 inch.

d. The entire system including all components, material, equipment and fasteners needed to erect the frame will be purchased and installed by the contractor.

e. The contractor will erect the steel load frame in the High Bay (GH-102) and is responsible for delivery, rigging, labor for erection, and debris disposal.

f. The Contractor will be able to access the High Bay (GH-102) through a 11-ft wide overhead door. The High Bay has two adjacent overhead 10-ton cranes which will be able to be used to support rigging of the machine. The government will also provide the crane operator.

h. Customer is required to validate all facility requirements to include but not restricted to stable connection with the strong floor, and safety.

3. System Description

a. The structural load frame will be a two column moment frame with additional steel bracing. Connection plates will be welded to one of the structural members and will be bolted to the other structural member.

b. All dimensions are indicated on the design drawings provided in the file titled "CEAC_LoadFrame_Drawings.pdf". The minimum tolerance for all structural members is 1/32 inch.

c. Specifications

i. Two 20ft long steel W14x132 columns will be provided.

ii. One 6ft-7.75in long steel W27x178 beam will be provided

iii. Four 10ft-10in long steel HSS4x4x1/4 braces will be provided

iv. Four 16ft-5.875in long steel HSS4x4x1/4 braces will be provided

v. Two 10ft-0.0625in long steel HSS4x4x1/4 braces will be provided

vi. Five different connection plate designs all from 3/4 inch thick plate will be provided

vii. Four stiffeners to be welded to the beam at the specified locations in the drawings

viii. 7/8 inch diameter high strength structural bolts including corresponding nuts, washers, and direct tension indicating washers will be provided including 15% additional fasteners.

ix. All connections will be slip critical connections.

d. Maximum work envelope: all equipment must fit through an overhead door opening of 11 ft by 20 ft

4. Additional Requirements

a. All debris must be removed and disposed of by the contractor.

b. All work MUST be completed between the dates of 14 Aug 2026 through 13 Aug 2027.

*** END OF NARRATIVE ***

Requirements

CEE-STRUCTURE BEAM

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Acceptance within 7 days DoDAAC: W16XYA CountryCode: USA W1FB US MILITARY ACADEMY USCC S4, WASHINGTON HALL ROOM 4116 WEST POINT, NY 10996-1595 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: Acceptance within 7 days DoDAAC: W16XYA CountryCode: USA W1FB US MILITARY ACADEMY USCC S4, WASHINGTON HALL ROOM 4116 WEST POINT, NY 10996-1595 UNITED STATES

Section F - Deliveries or Performance

0001	**Delivery Schedule** From date of lead time event to delivery 180 Calendar Days Date of Award **Quantity** 1 Each **Address and POC** Ship To DoDAAC: W16XYA CountryCode: USA W1FB US MILITARY ACADEMY USCC S4, WASHINGTON HALL ROOM 4116 WEST POINT, NY 10996-1595 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0002	**Delivery Schedule** From date of lead time event to delivery 180 Calendar Days Date of Award **Quantity** 1 Lot **Address and POC** Ship To DoDAAC: W16XYA CountryCode: USA W1FB US MILITARY ACADEMY

	USCC S4, WASHINGTON HALL ROOM 4116 WEST POINT, NY 10996-1595 UNITED STATES **Special Handling/Notes** **Period of Performance** From 14 Aug 2026 To 13 Aug 2027

Section G - Contract Administration Data

US DOL STANDARDS

Department of Labor Wage Determination #20154159 Rev 32, dated 13 May 2026 is incorporated into this award and is available at http://www.sam.gov/.

*** END OF NARRATIVE ***

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		

CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.232-7003	Electronic Submission of	2018-12		

Payment Requests and
Receiving Reports.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause-

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include-

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include-

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include-

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

"Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

"Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order. .

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at https://wawf.eb.mil/.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

____

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

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

____

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0490

Issue By DoDAAC	W911SD
Admin DoDAAC	W911SD
Inspect By DoDAAC	W16XYA
Ship To Code	—
Ship From Code	—
Mark For Code	—
Service Approver (DoDAAC)	—
Service Acceptor (DoDAAC)	W16XYA
Accept at Other DoDAAC	—
LPO DoDAAC	—
DCAA Auditor DoDAAC	—
Other DoDAAC(s)	—

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

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

(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.

____

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

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

(End of clause)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-91	Contractor Identification. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-16	Liquidated Damages-	2026-02		

	Subcontracting Plan. (Deviation 2026-O0038)	
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02

52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0038)	2026-04
52.224-3	Privacy Training.	2017-01
52.225-1	Buy American-Supplies (Deviation 2026-O0038)	2026-02
52.225-13	Restrictions on Certain Foreign Purchases.	2021-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.232-29	Terms for Financing of Purchases of Commercial Products and Commercial Services.	2021-11
52.232-30	Installment Payments for Commercial Products and Commercial Services.	2021-11
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.232-90	Fast Payment Procedure. (Deviation 2026-O0038)	2026-02

52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.240-92	Security Requirements. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7022	Expediting Contract Closeout.	2021-05		
252.204-7023	Reporting Requirements for Contracted Services.	2021-07		
252.211-7008	Use of Government-Assigned Serial Numbers.	2010-09		
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	2019-12		

252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.227-7015	Technical Data-Commercial Products and Commercial Services.	2025-01
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02		

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

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

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

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

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

(c) Applicability. This clause applies only to-

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

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

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

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

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

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

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

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

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

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance,

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

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

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

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

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

[Contracting Officer check as appropriate.]

[ ] 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. 2014-05

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

Employee Class	**Monetary Wage-Fringe Benefits**
23465 - Laboratory/Shelter Mechanic	$36.12
____	____
____	____
____	____

____	____
____	____
____	____

(End of clause)

52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items.	2008-05

Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

(a) Definitions. As used in this clause-

Postconsumer materialmeans a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to _____[Contracting Officer complete in accordance with agency procedures].

(End of clause)

52.223-11	Ozone-Depleting Substances. (Deviation 2026-O0038)	2026-02

Ozone-Depleting Substances (Feb 2026) (Deviation 2026-O0038)

(a) Definition. As used in this clause-

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

52.232-34	Payment by Electronic Funds Transfer-Other than System for Award Management.	2013-07

Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by _____[the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the

designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient

to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.232-39	Unenforceability of Unauthorized Obligations.	2013-06

Unenforceability of Unauthorized Obligations (Jun 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.233-1	Disputes. (Deviation 2026-O0038)	2026-02

Disputes (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Claim means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of

contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Defective certification means a certification that alters or otherwise deviates from the language in paragraph (d)(2)(iii) of this clause or which is not executed by a person authorized to bind the contractor with respect to the claim. Failure to certify must not be deemed to be a defective certification.

(b) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(c) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract must be resolved under this clause.

(d)

(1) A claim by the Contractor must be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor must be subject to a written decision by the Contracting Officer.

(2)

(i) The Contractor must provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification must state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision must be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor must inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h)

(1) The Government must pay interest on the amount found due and unpaid from the date that-

(i) The Contracting Officer receives the claim (certified, if required); or

(ii) Payment otherwise would be due, if that date is later, until the date of payment.

(2) For claims having defective certifications, interest must be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims must be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applies to the period during which the Contracting Officer receives the claim and then at the rate that applies for each 6-month period as fixed by the Treasury Secretary while the claim is pending.

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

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		

REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. "Covered DoD official," as used in this clause, means an individual that-

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served-

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S. C. 2105(c).

(End of clause)

252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12

REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

(DEC 2022)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2023-01

NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)

(a) Definitions. As used in this clause-

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

"Litigation support" means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Litigation support contractor" means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

"Sensitive information" means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) Subcontracts. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products or commercial services.

(End of clause)

252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.	2025-11

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

(a) Definitions. As used in this clause-

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

"Current" means-

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

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

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

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

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

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

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

(2) With regard to Final CMMC Status-

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

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

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

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

assessments, with-

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

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

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

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

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

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

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

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier

Performance Risk System (SPRS) for each contractor information system.

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

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

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

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

(d) Requirements. The Contractor shall-

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

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

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

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk

System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

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

(e) Reporting. The Contractor shall-

(1) Submit to the Contracting Officer-

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

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

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

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

(f) Subcontracts. The Contractor shall-

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

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

(End of clause)

252.211-7003	Item Unique Identification and Valuation.	2023-01

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes

a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies,

components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique

and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(If items are identified in the Schedule, insert "See Schedule in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard

15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U. S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is

provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

252.225-7048 Export-Controlled Items. 2013-06

EXPORT CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall

consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to-

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.232-7010 Levies on Contract Payments. 2006-12

LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide-

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including-

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	CEAC_LoadFrame_Drawings	Drawings		29 Jul 2026			Attachment	No

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.223-4	Recovered Material Certification.	2008-05		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.219-7000	Advancing Small Business Growth.	2023-06		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-90	Offeror Identification. (Deviation 2026-O0038)	2026-02		

Offeror Identification (Feb 2026) (Deviation 2026-O0038)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

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

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

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) Unique entity identifier (UEI).

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) Taxpayer identification. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

[ ] TIN: ____;

[ ] TIN has been applied for; or

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government; or

[ ] Offeror is an agency or instrumentality of the Federal Government.

(2) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4; or

[ ] Other.

(3) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

[ ] Name and TIN of common parent:

Name: ____

TIN: ____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S. C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the

appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)
(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for-

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner	____	____
Highest-level owner	____	____
Predecessor*	____	____

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.209-12	Certification Regarding Tax Matters.	2025-10

Certification Regarding Tax Matters (Oct 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products.	2021-02

Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

(a) Definition.

Forced or indentured child labor means all work or service-

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

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

(b) Listed end products. The following end product(s) being acquired under this solicitation is

(are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
____	____
____	____

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

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

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

(End of provision)

52.225-2 Buy American Certificate. 2022-10

Buy American Certificate (Oct 2022)

(a)

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

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

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

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

(b)Foreign End Products:

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

(b)[List as necessary]

(c) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		

REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

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

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

Section M - Evaluation Factors for Award

II. Addendum to FAR Clause 52.212-2 Evaluation - Commercial Items

Evaluation Factors for Award

1. Basis for Contract Award. This is a Lowest Price Technically Acceptable source selection conducted in accordance with Federal Acquisition Regulation (FAR) FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). Award will be made to a single contractor who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose offer is technically acceptable, conforms to the solicitation requirements, and whose quote, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the lowest price technically acceptable.

2. Award for All of the Work. The Government intends to award one contract as a result of this solicitation. As set forth in FAR 12.203(a) (g), the Government intends to evaluate quotes and award a contract without discussions with contractors. Therefore, the contractor's initial quote should contain the contractor's best terms from a price and technical standpoint. The Government reserves the right to clarify quote if the Contracting Officer later determines them to be necessary.

3. Evaluation Criteria. Meets or Exceeds. Contractor's quote shall be evaluated in accordance with criteria below. Contractor shall meet or equal salient characteristics listed in solicitation. Quotes will be evaluated in accordance with the evaluation criteria listed below. The quote will be evaluated under two (2) evaluation factors: Technical and Price.

Factor 1 - Technical. The product will receive a rating defined below.

Table 1. Technical Factor Acceptable/Unacceptable Ratings

Rating	Description
Acceptable	Contractor can clearly provide the structure beams with the minimum specifications.
Unacceptable	Contractor cannot clearly provide the structure beams with the minimum specifications.

Provide a copy of AISC Certification: Proof that the prime contractor or fabricating subcontractor holds an active American Institute of Steel Construction (AISC) Quality Certification.

Provide a Tolerance Capability statement: A detailed technical narrative explaining the machining and QA/QC processes the contractor will use to achieve the strict 1/32-inch dimensional tolerances required for the steel members.

Factor 2 - Price. Price will not be scored or rated. Evaluation of price will be performed using one or more of the price analysis techniques in FAR 8.405-1. Through these techniques the Government will determine whether prices are reasonable.

4. A written notice of award or acceptance of a quote mailed or otherwise furnished to the successful contractor within the time for acceptance specified in the solicitation shall result in a binding contract without further action by either party.

(End of provision)

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products	2026-02		

and Commercial Services.
(Deviation)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation)

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

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price /approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

____

____

____

____

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

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

(End of provision)