SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

PAGE 1 OF 35

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: N0018926QB096

6. SOLICITATION ISSUE DATE: 30 Jul 2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Cory Georgeson

b. TELEPHONE NUMBER *(No collect calls)*: 564-226-0698

8. OFFER DUE DATE/ LOCAL TIME: 14 Aug 2026 12:00 PM

9. ISSUED BY — CODE N00189

NAVSUP FLT LOG CTR NORFOLK
ATTENTION CODE 301, 1968 GILBERT STREET SUITE 600
NORFOLK, VA 23511-3392
UNITED STATES
Cory Georgeson, Email: cory.j.georgeson.civ@us.navy.mil Telephone: 564-226-0698

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): 334516

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

18a. PAYMENT WILL BE MADE BY — CODE

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

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

19. ITEM 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

PCR Machine

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	CLIN 0001: QS7-Pro 384W QPCR, Laptop	1	Each		
0002	CLIN 0002: QS-Pro Block Upgrade 96W 0.2M	1	Each		
0003	Limited Warranty for Period of One (1) Year from date of installation - Not Separately Priced				
Option Line Item 1003	AB Assurance, Planned Maintenance Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 2003	AB Assurance, Planned Maintenance Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3003	AB Assurance, Planned Maintenance Pricing Arrangement: Firm Fixed Price	1	Lot		

Section C - Description/Specifications/Statement of Work

STATEMENT OF NEED for

Applied Biosystems QuantStudio 7 Pro/Maintenance

1. BACKGROUND

The Naval Medical Research Unit San Antonio (NAMRU-SA) conducts gap driven combat casualty care, craniofacial, and directed energy research to improve survival, operational readiness, and safety of Department of Defense personnel engaged in routine and expeditionary operations. NAMRU-SA Directed Energy Health Effects (DEHE) is working on developing biomarker profiles and requires a real-time Polymerase Chain Reaction (PCR) instrument to help identify targeted genes for expression levels. The instrument can be utilized for multiple projects and will have regular use. A real-time PCR machine is necessary to complete experimental protocols for the detection of targeted nucleic acid sequences, in furtherance of the NAMRU-SA Directed Energy (DE) mission. Funded projects will benefit from the use of a real-time PCR machine by being able to determine any gene expression differentiation between pre and post exposure of various sample types and exposure sources.

2. SCOPE

Need Description:

Polymerase Chain Reaction (PCR) instrument package, including installation, 96 well plate block, 384 well plate block, portable analyzing laptop, analyzing software, warranty, training and maintenance.

Salient Characteristics (description of physical, functional, or performance features):

1.) Optical System & Multiplexing: The system must feature an advanced optical system utilizing a minimum of six (6) excitation and six (6) emission filters, capable of yielding up to 21 distinct filter combinations to support high complexity multiplexing experiments.

2.) Interchangeable Block Architecture: The system must utilize a single base unit that supports user-interchangeable 96-well and 384-well blocks. The system must allow users to shift between formats without requiring the purchase of two separate machines or requiring factory recalibration upon swapping.

3.) Reagent Compatibility: The system must possess native, out-of-the-box compatibility with existing laboratory inventories of TaqMan assays and SYBR Green chemistries without requiring protocol modifications.

4.) Onboard Operational Control: The instrument must possess an independent, onboard touchscreen/interface allowing users to fully adjust and initiate experimental setups directly on the machine

5.) Data Processing & Portability: The system must include a dedicated, pre-configured portable control laptop loaded with comprehensive analysis software capable of automated relative quantification and data normalization, allowing personnel to review data outside of restricted lab spaces.

6.) Standardization & Data Continuity: The system's algorithms and optical baselines must match the existing QuantStudio platform already in use. The system must allow longitudinal data comparison without requiring the Government to conduct costly and time-consuming bridging studies.

7.) OEM Lifecycle & Service Support: The procurement package must include OEM-certified professional installation, comprehensive hands-on site training, OEM-level service guaranteeing direct hardware/software synchronization, instrument calibration, and proprietary part replacement.

Quantity: 1

3. WARRANTY / MAINTENANCE INFORMATION

Warranty Terms: 1-year warranty included

Maintenance Terms: Three-year service contract (priced annually) after initial 12-month warranty.

4. DELIVERABLES

Equipment should be delivered to the address below. Note: NAMRU-SA has delivery docks onsite.

NAMRU-SAN ANTONIO TSRL Mailing: Attn: NAMRU-SA Acquisitions Dept 3650 Chambers Pass/Bldg. 3610 JBSA FT Sam Houston, TX 78234-6315 Shipping: Attn: Hector Lopez/James Mercure 4141 Petroleum Drive/Bldg. 3260 JBSA FT Sam Houston, TX 78234-6315 Delivery hours M-F: 0800-1500

5. DELIVERY SCHEDULE / DATE / PERIOD OF PERFORMANCE

Delivery Lead Time Identified/Requested:

90 days after Award Date

Period of Performance for Service/Maintenance:

CLIN 1003: 30 September 2027 through 29 September 2028

CLIN 2003: 30 September 2028 through 29 September 2029

CLIN 3003: 30 September 2029 through 29 September 2030

6. TECHNICAL POINT OF CONTACT (TPOC)

Name: TO BE FILLED IN AT TIME OF AWARD

Title: TO BE FILLED IN AT TIME OF AWARD

Phone: TO BE FILLED IN AT TIME OF AWARD

Email: TO BE FILLED IN AT TIME OF AWARDC

Requirements

PCR Machine

Additional Regulation or Supplemental Clauses Incorporated by Full Text

SUPTXT243-9400(1-92) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (May 2025)

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK /PERFORMANCE WORK STATEMENT.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

JACOB GEPHART

jacob.n.gephart.civ@us.navy.mil

(771) 229-2712

700 Robbins Ave, BLDG 2B Philadelphia, PA 19111

SUPTXT242-9405(6-20) EXPEDITING CONTRACT CLOSEOUT (May 2025)

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK /PERFORMANCE WORK STATEMENT.

EXPEDITING CONTRACT CLOSEOUT

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Section D - Packaging and Marking

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N39467 CountryCode: USA NAVAL MEDICAL RESEARCH UNIT BLDG 3610, 3650 CHAMBERS PASS FORT SAM HOUSTON, TX 78234-6315 UNITED STATES Abigail Johnston, TPOC Email: abigail.z.johnston.civ@health.mil
0002	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N39467 CountryCode: USA NAVAL MEDICAL RESEARCH UNIT BLDG 3610, 3650 CHAMBERS PASS FORT SAM HOUSTON, TX 78234-6315 UNITED STATES Abigail Johnston, TPOC Email: abigail.z.johnston.civ@health.mil
Option Line Item 1003	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N39467 CountryCode: USA NAVAL MEDICAL RESEARCH UNIT BLDG 3610, 3650 CHAMBERS PASS FORT SAM HOUSTON, TX 78234-6315 UNITED STATES Abigail Johnston, TPOC Email: abigail.z.johnston.civ@health.mil
Option Line Item 2003	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N39467 CountryCode: USA

	NAVAL MEDICAL RESEARCH UNIT BLDG 3610, 3650 CHAMBERS PASS FORT SAM HOUSTON, TX 78234-6315 UNITED STATES Abigail Johnston, TPOC Email: abigail.z.johnston.civ@health.mil
Option Line Item 3003	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N39467 CountryCode: USA NAVAL MEDICAL RESEARCH UNIT BLDG 3610, 3650 CHAMBERS PASS FORT SAM HOUSTON, TX 78234-6315 UNITED STATES Abigail Johnston, TPOC Email: abigail.z.johnston.civ@health.mil

Section F - Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Schedule From date of lead time event to delivery 90 Work Days Date of Award	1 Each	Ship To DoDAAC: N39467 CountryCode: USA NAVAL MEDICAL RESEARCH UNIT BLDG 3610, 3650 CHAMBERS PASS FORT SAM HOUSTON, TX 78234-6315 UNITED STATES Abigail Johnston, TPOC Email: abigail.z.johnston.civ@health.mil
0002	Delivery Schedule From date of lead time event to delivery 90 Work Days Date of Award	1 Each	Ship To DoDAAC: N39467 CountryCode: USA NAVAL MEDICAL RESEARCH UNIT BLDG 3610, 3650 CHAMBERS PASS FORT SAM HOUSTON, TX 78234-6315 UNITED STATES Abigail Johnston, TPOC Email: abigail.z.johnston.civ@health.mil
Option Line Item 1003	Period of Performance From 30 Sep 2027 To 29 Sep 2028	1 Lot	Place of Performance DoDAAC: N39467 CountryCode: USA NAVAL MEDICAL RESEARCH UNIT BLDG 3610, 3650 CHAMBERS PASS FORT SAM HOUSTON, TX 78234-6315 UNITED STATES Abigail Johnston, TPOC Email: abigail.z.johnston.civ@health.mil
Option Line Item 2003	Period of Performance From 30 Sep 2028 To 29 Sep 2029	1 Lot	Place of Performance DoDAAC: N39467 CountryCode: USA NAVAL MEDICAL RESEARCH UNIT BLDG 3610, 3650 CHAMBERS PASS FORT SAM HOUSTON, TX 78234-6315 UNITED STATES Abigail Johnston, TPOC Email: abigail.z.johnston.civ@health.mil

Option Line Item 3003	Period of Performance From 30 Sep 2029 To 29 Sep 2030	1 Lot	Place of Performance DoDAAC: N39467 CountryCode: USA NAVAL MEDICAL RESEARCH UNIT BLDG 3610, 3650 CHAMBERS PASS FORT SAM HOUSTON, TX 78234-6315 UNITED STATES Abigail Johnston, TPOC Email: abigail.z.johnston.civ@health.mil

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.247-34	F.o.b. Destination.	Jan 1991		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	____
Issue By DoDAAC	____
Admin DoDAAC	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

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

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

(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 H - Special Contract Requirements

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-18	Availability of Funds.	Apr 1984		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	Feb 2026	Deviation 2026-O0015	Jan 2026
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months

(End of clause)

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

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.240-91 Security Prohibitions and Exclusions. (Deviation 2026-O0038) (Alternate I) (Feb 2026) Alternate I (Feb 2026)

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) *Governmentwide exclusion and removal orders*.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders*:]

Yes [ ] No [X] DHS FASCSA Order

Yes [ ] No [X] DoD FASCSA Order

Yes [ ] No [X] DNI FASCSA Order

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52 and https://www.acq.osd.mil/dpap/dars /dfars_far_overhaul_class_deviations.html

(End of clause)

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

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

252.211-7003 Item Unique Identification and Valuation. (Jan 2023)

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)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

203.1106-1(3-18) SUPTXT 203.1106-1 (3-18) NAVY USE OF ABILITYONE SUPPORT CONTRACTOR - RELEASE OF OFFEROR INFORMATION (Jan 2024)

NAVSUP FLC Norfolk may utilize contractor support through the AbilityOne Program, as needed, to perform contract closeout functions for this acquisition. Information, including business sensitive/confidential or proprietary data, that the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the AbilityOne Program support contractor personnel during the course of its contract performance. The information that may be made available to the support contractor may include, for example, pricing and technical proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data/information.

By submission of a proposal in response to this solicitation, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government's AbilityOne Program support contractor personnel in order to perform close out services. Prior to the release of any such information to the support contractor, the support contractor will have in place with the Government a Non-Disclosure/Non-Use Agreement in accordance with the terms of the AbilityOne Program support contract.

Offerors may execute their own Non-Disclosure Agreement with the AbilityOne Program (AbilityOne contact information available from the contracting point of contact). The support contractor must provide copies of the executed agreements to the Contracting Officer and the Contracting Officer's Representative (COR) for the support contract; and the offeror/contractor for this acquisition must provide copies of the executed Agreement to the Contracting Officer for this acquisition. If the offeror/contractor seeks such a Non-Disclosure Agreement with the AbilityOne Program support contractor, the Agreement must be executed no later than the date of final delivery under the resulting NAVSUP FLC Norfolk contract.

204-9400(05-24) SUPTXT204-9400(05-24) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (Jan 2024)

(a) Insert the following, as applicable, in full text in all solicitations and contracts (including commercial acquisitions) Statement of Work (SOW) or Performance Work Statement (PWS) under the Schedule of Supplies/Services.

To submit recommended contract language to be incorporated into the Naval Supply Systems Command (NAVSUP) Contracts Handbook (CH) as NAVSUP component text, the language must not meet the requirements for a regulation clarification or change. All submissions (utilizing the text template on Contracting Knowledge Site (CKS)) should be reviewed and approved by the activity's Chief of the Contracting Office (CCO) prior to submission.

(1) SUPTXT204-9400 (05-24) Prescription and Alternative Language

The following shall be inserted in full text in all solicitations and contracts (including commercial acquisitions) which require contractor unclassified access to federally controlled facilities, sensitive information, Information Technology (IT) systems or protected health information. For commercial acquisitions, this text shall be incorporated into either the SOW or PWS.

* Consult with your CSM and ISSM/IAM for local policy when Authorized User (non-sensitive) access is required for non-U.S. citizens outside the U. S.

** Alternative language which may be included as appropriate:

Contractor and all Contractor employees with access to or responsibility for XXXXXX of this contract shall comply with DoD Directive 8500.1E IA, DoDI 8510.01 Risk Management Framework (RMF) for DoD IT, DoD Directive 5400.11 DoD Privacy Program, DoD 5200.2-R Personnel Security Program and HSPD 12

X.1 Be CAC ready at the properly designated IT System Level

X.2 At minimum, all contractor employees must possess/maintain the required background investigation as determined by the PDT and/or IT access

user level. This requirement is critical in order to access the government data base systems It is the contractor's responsibility to ensure that 100% of the contractor employees have the ability to acquire a favorably adjudicated background investigation. In addition, interim approval of clearances is not authorized.

X.3 Be citizens of the U.S

X.4 If at any time, any contractor employee requiring a Common Access Card (CAC) is unable to possess/maintain the required adjudicated background investigation, the contractor shall immediately notify the NAVSUP COR to coordinate removal of such a person from work under this contract.

X.5 Contractor employees with access to or responsibility for nonpublic government data under this contract must comply with HSPD-12 Personal Identity Verification (PIV) issuance requirements, known as the CAC.

(1) SUPTXT204-9400(4-22) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION

The security text does not apply in cases where the contractor/vendor does not have access to Navy Marine Corps Intranet (NMCI) computers, is not issued a Common Access Card (CAC) and is involved in training or other short term duties of less than 30 days duration that allow for the use of a visitor request. In these cases, the government employee must submit a Visitor Access Request (VAR) to the main gate or applicable processing entity for your facility and assume responsibility to escort those without CAC Credentials.

This local text does not apply to non-United States (U.S.) Nationals (foreign nationals) who are contactor employees performing work overseas. This text is applicable to the U.S. Nationals living in the U.S. or overseas who are performing work on a Navy contract.

The investigation of a non-U.S. national at a foreign location must be consistent with a National Agency Check with Written Inquiries (NACI), to the extent possible and include a fingerprint check against the Federal Bureau of Investigation (FBI) criminal history database, an FBI investigations file (name check) search and a name check against the terrorist screening database. Also, the above cited reference notes that Foreign Nationals may not be granted CAC credentials until completion of their investigation and not in the interim.

Per Department of Defense Memorandum (DoDM) 5200.2, Department of Defense (DoD) components must initiate and ensure completion of a background investigation before applying the credentialing standards to a non-U.S. national at a foreign location. The background investigation must be favorably adjudicated before a CAC can be issued to a non-U.S. national at a foreign location. The type of background investigation may vary based on standing reciprocity treaties concerning identity assurance and information exchanges that exist between the U.S. and its allies or agency agreements with the host country.

CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, IT SYSTEMS OR PROTECTED HEALTH INFORMATION

Executive Order 13467, Reforming Processes Related to Suitability for Government Employee, Fitness for Contractor Employees and Eligibility for Access to Classified National Security Information, Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The 5 CFR 32 Part 157 in concert with DoD Manual 1000.13, Vol 1, implements the Federal Standards.

APPLICABILITY

This text applies to all DoD sponsored individuals who require CAC eligibility (or login and P/W if acceptable per contract) for: Physical access to DoD facilities or non-DoD facilities on behalf of DoD; Logical access to information systems (whether on site or remotely); or remote access to DoD networks that use only the CAC logon for user authentication, or access to sensitive and protected information. This applies to the Office of the Secretary of Defense (OSD), the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the DoD, the Defense Agencies, the DoD Field Activities and all other organizational entities within the DoD (hereinafter referred to collectively as the "DoD Components").

Each contractor employee providing services at a Navy command under this contract is required to obtain a DoD CAC. Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Definition. As used in this clause - Military installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department, or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager (CSM) upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

Training. Contractor employees who require routine physical access to a Federally controlled facility or military installation shall complete "Level I Antiterrorism Awareness Training" prior to gaining access to a facility and annually thereafter in accordance with DoDI O-2000.16 Vol. 1. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I Antiterrorism Awareness Training shall be completed by:

1. Completion of "Level I Antiterrorism Awareness Training" available at https://jkodirect.jten.mil/pdf/atl1/launch.html; or

2. Under the instruction of a qualified Level I Antiterrorism Awareness instructor; or

3. By providing a training certificate for "Level I Antiterrorism Awareness Training" training showing completion within the last calendar year.

The contractor will submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, prior to being granted access to a Federally controlled facility or military installation.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial items, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

OPERATION SECURITY (OPSEC)

It is DoD policy according to DoD Directive 5205.02E, "DoD Operations Security (OPSEC) Program," June 20, 2012, as amended to establish and maintain OPSEC programs to ensure national security-related missions and functions are protected.

Training: Contractor employees shall comply with all DoD OPSEC requirements and complete "OPSEC Awareness for Military Members, DoD Employees and Contractor" training within 30 days of onboarding the contract and annual refresher training thereafter. Training shall be completed through a DoD sponsored and certified computer or web-based learning instruction available at https://securityawareness.usalearning.gov/opsec/index.htm.

The contractor will submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after training is completed by all employees and subcontractor personnel.

START-UP PERIOD

All contractor resource onboarding documents must be submitted via the prime contractor. The prime contractor shall make all necessary preparations to assume full responsibility for productive performance as of the performance start date.

Definition of "productive":

a. OF-306 signed by contractor employee

b. FD-258 Fingerprint Card (Contingent upon availability of electronic fingerprinting submission)

c. Completed Electronic Investigation (e-QIP)

d. All contractor employees with need for a Common Access Card (CAC) must have an active Defense Information System for Security (DISS) profile.

e. Common Access Card (CAC)

f. DISS Visit Request submitted (Contingent upon classification of work being performed, Confidential, Secret, Top Secret).

Note (1): Invoicing by the contractor will begin as of the commencement of the performance period of services and no reimbursement will be paid by the government for efforts expended during the start-up period.

Note (2): Foreign Nationals are not allowed access to the functional/system side of Enterprise Resource Planning (ERP).

ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEM

In accordance with DON CIO Memorandum (IT LEVEL DESIGNATION ON DD FORM 2875 SYSTEM AUTHORIZATION ACCESS REQUEST) 08 September 2020, contractor employees who require access to Department of the Navy (DoN) or DoD networks are categorized as Privileged, Enhanced, or Authorized users. All user level accesses may include positions which require access to Controlled Unclassified Information (CUI). CUI includes sensitive information protected under the Privacy Act, to include Protected Health Information (PHI). IT System levels are determined by the requiring activity's Command Information System Security Manager (ISSM)/Information Assurance Manager (IAM).

Contractor employees requiring privileged access, (when specified by the terms of the contract) require a Tier 5 (T5) or T5R equivalent investigation, which is a higher level investigation than the Tier 3 (T3) and T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance (IA) Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Contractors requiring Enhanced access, (when specified by the terms of the contract) require a T3, T3R, or equivalent investigation, which is a higher level investigation than the Tier 1 (T1) described below. Due to the enhanced system access, an investigation suitable for Moderate Risk national security positions is required.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy CSM and ISSM/IAM manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and

approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the Contracting Officers Representative (COR) shall sign the SAAR-N as the supervisor.

The SAAR-N shall be forwarded to the CSM upon contractor employee acquiring a Common Access Card (CAC) credential. Failure to obtain a CAC credential may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all contractor employees requiring access complete annual Cyber Awareness training, and maintain a current requisite background investigation. The contractor's security representative shall contact the CSM for guidance when reinvestigations are required.

INTERIM ACCESS

The CSM may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION

Safeguarding sensitive unclassified information is critical to achieve NAVSUP Modernization efforts and deliver cutting-edge and uncompromised capabilities. The Secretary of Defense's operations security (OPSEC) campaign plan stresses the importance of protecting controlled unclassified information (CUI). CUI encompasses OPSEC, critical technology, intelligence, and personally identifiable information that, if not properly identified, marked, and controlled, could impair NAVSUP's ability to conduct its mission. Contractor employees with access to Controlled Unclassified Information (CUI) shall comply with DoDI 5200.48 - Controlled Unclassified Information (CUI) and complete DoD approved initial and annual refresher CUI training.

a. Whenever Government provides CUI to, or CUI is generated by, non-DoD entities, all CUI records must be handled as required by the approved mandatory disposition authority.

b. All CUI records must follow the approved mandatory disposition authority whenever the Government provides CUI to, or CUI is generated by, non-DoD entities in accordance with Section 1220-1236 of Title 36, CFR, Section 3301a of Title 44, U.S.C., and the DoDI 5200.48.

c. Contractor employees shall monitor CUI aggregation and compilation based on the potential to generate classified information pursuant to security classification guidance addressing the accumulation of unclassified data or information

d. Contractor employees shall submit unclassified government information for review and approval for release in accordance with the Standard DoD Component Processes, DoDI 5230.09, and DoDM 5205.07, Volume 1.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the contractor's security representative. Within three (3) work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the contractor's security representative. The contractor's security representative shall be the primary point of contact on any security matter. The contractor's security representative shall not be replaced or removed without prior notice to the Contracting Officer and CSM.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. If the Security Office validates the contractor's position is Non-Critical Sensitive or if the IT system user level is determined to be Enhanced, at a minimum, each contractor employee must be a US citizen and have a favorably completed T3, T3R, or equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or Enhanced position. The investigation consists of a standard National Agency Check and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or Enhanced position is required to complete:

SF-86 Questionnaire for National Security Positions (or equivalent Office of Personnel Management (OPM) investigative product)

Two FD-258 Applicant Fingerprint Cards or electronic fingerprint submission (preferred))

Original Signed Release Statements

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than ten (10) five (5) years) throughout the contract performance period. The Contractor's Security Representative shall contact the CSM for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the CSM upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's ISSM/IAM. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The SAAR-N shall be forwarded to the CSM upon the contractor employee acquiring a Common Access Card (CAC) credential. Failure to obtain a CAC credential or provide the required documentation shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Cyber Awareness training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the CSM. The CSM will review the submitted documentation for completeness prior to submitting it to the OPM. Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The CSM will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

For classified contracts, if the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Access Request (VAR) via the Defense Information Security System (DISS). If the contractor employee does not have a current favorably adjudicated investigation, the contractor shall submit the Visit Access Request in DISS until the contractor employee has at a minimum an interim clearance. If the contract only requires access to unclassified information, even if the contractor takes a DISS "owning" role over the contractor employee, the Navy Command will also take a DISS "owning" role over the contractor employee during the hiring process and for the duration of assignment under that contract. If the contract requires access to classified information, the contractor's Facility Security Office (FSO) will take a DISS "ownership" role and the Navy command will take a DISS "servicing" role during the hiring process and the duration of assignment under that contract. All VARs requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a U.S. citizen or a U.S. permanent resident with a minimum of 3 years of legal residency in the U.S. (as required by the Deputy Secretary of Defense DTM 08-006 or its subsequent DoD Instruction (INST)) and
Must have a favorably completed NACI or T1 investigation or equivalent including a FBI fingerprint check prior to installation access.
To be considered for a favorable trustworthiness determination, the CSR must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions
Two FD-258 Applicant Fingerprint Cards (or the preferred method - electronic fingerprint submission)
Original Signed Release Statements
The contractor shall ensure each individual employee has a current favorably completed NACI or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date may result in delaying the individual's start date.

Section J - List of Attachments

Section K - Representations, Certification, & Other Statements

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024

FAR Clauses Incorporated by Full Text

52.222-48 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification. (Deviation 2026-O0038) (Feb 2026)

EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT-CERTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

(a) The offeror must check the following certification:

Certification

The offeror ☐ does ☐ does not certify that-

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

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

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

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1002-1(e)(3) that the Service Contract Labor Standards statute-

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

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

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

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

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

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

(End of provision)

52.225-18 Place of Manufacture. (Aug 2018)

Place of Manufacture (Aug 2018)

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

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

(1) FPSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(2) [ ] Outside the United States.

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

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

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

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

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

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

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

(End of provision)

252.204-7998	**Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)**	**(Feb 2026)**	**Alternate A Deviation 2026-O0043**	**(Feb 2026) (Feb 2026)**

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

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

☐ (i) Paragraph (g) applies.

☐ (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

☐(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐(ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

☐(iii) 252.225-7020, Trade Agreements Certificate.

☐Use with Alternate I.

☐(iv) 252.225-7031, Secondary Arab Boycott of Israel.

☐(v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

☐Use with Alternate I.

☐Use with Alternate II.

☐Use with Alternate III.

☐Use with Alternate IV.

☐Use with Alternate V.

☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

☐ (vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov* After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification (s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
___	___	___	___
___	___	___	___
___	___	___	___
___	___	___	___
___	___	___	___

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

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

GENERAL INFORMATION

This solicitation is issued under the authority of FAR Part 12 as a sole source acquisition.

To the extent that the words "offer" or "proposal" appears in this solicitation, they shall be construed to mean "quote" (or "quotation"), and to the extent that the word "offeror" appears in this solicitation, it shall be construed to mean "quoter."

PREPARATION COSTS

This Request for Quotations (RFQ) does not commit the Government to pay for the preparation of a quotation.

Addendum to FAR 52.212-1

The Government intends to award a Firm Fixed Price (FFP) delivery order as a result of this solicitation in accordance with FAR Part 12.

INSTRUCTIONS FOR SUBMISSIONS OF QUOTES:

(1) Quotes shall be submitted electronically no later than the due date of the solicitation email to Cory Georgeson and Jacob Gephart:

- cory.j.georgeson.civ@us.navy.mil
- Jacob.n.gephart.civ@us.navy.mil

Quoters shall comply with the detailed instructions for the format and content of the quotes contained herein; quotes that do not comply may be considered unacceptable and may render the quote ineligible for award.

(2) All submission and attachments shall be in Microsoft Office Word with the exception of pricing information which may be submitted utilizing Microsoft Office Excel. Submissions are page limited to the maximum number of pages as defined below. These page limitations are inclusive of the executive summary and any charts, diagrams, and/or other graphics. Graphics (including tables) in the quote may use an alternative font with 8 point size type or larger. Each "page" is defined as one sheet, 8 1/2 " x 11", with at least one inch margins on all sides, using a font with a point size of 12 or greater (e.g., "Times New Roman" style with 12 point font) and the orientation shall be portrait. Lines shall, at a minimum, be selected as single-spaced in Microsoft Word with Microsoft Word Normal character spacing. Pages shall be consecutively numbered. Multiple pages, double pages, two-sided pages, or foldouts will count as an equivalent number of 8 1/2" x 11" pages. The quoter is permitted to submit no more than one page for each of the following, which will not be included in the page count: a cover sheet, list of tables, list of figures, compliance matrix, table of contents, tabs, and dividers.

GENERAL:

Quotes shall include the following legend on each page:

Source Selection Information

FAR 2.101 and FAR 3.104

QUOTE CONTENT:

The quote should contain the following items in addition to other information required by this solicitation. The cover page should indicate the following:

- Request for Quote Number

- Name and Address of Quoter, Cage Code, UEI, and applicable TAX I.D Number (TIN)

- Point of Contact name, telephone number, and email address

- Quote validity of 180 days following the solicitation closing date

Quotes shall be prepared in one volume (attachments):

Volume I - Price Quote

Quoters shall include completed solicitation documents and additional supporting documentation described below:

- Completed price list that provides individual pricing for each CLIN as detailed in the solicitation.
- All supplemental information to support the quoted price.
- Sufficient detail to determine quote meets the requirements of the RFQ and Performance Work Statement
- Unless completed in SAM, Representations, Certifications and Other Statements of Offerors

Contained within this RFQ shall be completed by the quoter.

The completion and submission of the above items will constitute a quote and will indicate the Quoter's unconditional assent to the terms and conditions of this RFQ and any attachments hereto.

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

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

FAR Clauses Incorporated by Full Text

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52 and https://www.acq.osd.mil/dpap/dars /dfars_far_overhaul_class_deviations.html

(End of provision)

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

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any (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

FAR Clauses Incorporated by Reference

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