

# SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

PAGE OF PAGES

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than item 7)		

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

## SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

**CAUTION - LATE Submissions, Modifications, and Withdrawals:** See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS				<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>	
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## OFFER (Must be fully completed by offeror)

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause Number 52.232-8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION		

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204(a) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

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

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**STANDARD FORM 33 (REV. 12/2022)**  
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

**Section B - Supplies or Services & Prices or Costs**

**Additional Information/Notes**

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>MAPS is an Indefinite-Delivery Indefinite Quantity (IDIQ) type contract in accordance with FAR 16.504. The contractor shall perform individual Task Orders (TO) in accordance with the Performance Work Statement (PWS) in Section C. The maximum total contract value (ceiling), including the Optional Ordering Period if exercised, is \$50B.  Pricing Arrangement: Firm Fixed Price</p>				

## **Section C - Description/Specifications/Statement of Work**

### **SECTION C - DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT**

#### **1.0 OBJECTIVE AND SCOPE**

##### **1.1 OBJECTIVE**

Army Contracting Command-Aberdeen Proving Ground (ACC-APG), in support of the Capability Program Executive (CPE) Enterprise Software and Service (ES2) (formerly known as Program Executive Office (PEO) Enterprise), intends to award a Multiple Award (MA) Indefinite Delivery Indefinite Quantity (IDIQ) contract, MAPS, from the combination of the ACC-APG Responsive Strategic Sourcing for Services (RS3) and Product Lead (PL) Digital Market's Information Technology Enterprise Solutions - 3 Services (ITES-3S) IDIQ Contract Vehicles. The objective of the MAPS IDIQ contract is to provide Army customers, Portfolio Acquisition Executives (PAE), CPEs, Department of War (DoW) agencies, and other federal agencies with uncommon knowledge-based professional services and support the Army enterprise infrastructure and infostructure goals with information technology (IT) services worldwide (inside the contiguous United States (CONUS) and outside the contiguous United States (OCONUS)), including hostile areas. By combining these vehicles, the Army aims to enhance flexibility, reduce redundancy, and improve cost-efficiency in acquiring uncommon knowledge-based professional services. This integration will also ensure a unified approach in meeting the Army's evolving technology and strategic needs, thus optimizing mission readiness and effectiveness.

##### **1.2 SCOPE**

This Performance Work Statement (PWS) establishes the scope and requirements for contractor-provided support services for a diverse group of organizations that span the spectrum of mission areas for programs with knowledge-based service-related requirements.

###### **1.2.1 TECHNICAL SUPPORT AREAS**

The following technical support areas will be included in the scoring of this effort.

1. Engineering, Logistics and Operational Services
2. Research, Development, Test and Evaluation (RDT&E) Services
3. Management and Advisory Services
4. Emerging IT Services
5. Foundational IT Services

###### **1.2.2 SERVICES NOT WITHIN SCOPE**

The following services are not within scope of this contract. The Government will not issue any task order for which the predominant scope of the services is any of the following:

1. Inherently Governmental Functions as defined in the Revolutionary Federal Acquisition Regulation Overhaul (RFO) 2.101
2. Personal Services as defined in RFO 2.101
3. Architect & Engineering (A&E) Services as defined in RFO 2.101 and subject to the Brooks Architect- Engineers Act (40 U.S.C. 1102)
4. Construction Services as defined in RFO 2.101

### 1.2.3 GOVERNMENT FURNISHED PROPERTY

Government Property is all property owned by the Government, including Government Furnished Property (GFP) and Contractor Acquired Property (CAP) (RFO 45.101).

GFP is property in the possession of or directly acquired by the Government and provided to a contractor for contract performance (RFO 45.101).

CAP is property acquired, fabricated, or otherwise provided by the contractor for contract performance and to which the Government has title (RFO 45.101).

Contractor Inventory is excess CAP, GFP, and any property the Government is obligated to take or has the option to take (applies to any type of contract) (RFO 45.101).

### 1.3 PERIOD OF PERFORMANCE

MAPS maximum ordering period may be 10 years, consisting of a five (5) year Base Ordering Period and one (1) five (5) year Optional Ordering Period.

### 1.4 GENERAL INFORMATION

#### 1.4.1 RECOGNIZED HOLIDAYS

New Year's Day Labor Day

Martin Luther King Jr.'s Birthday Columbus Day

President's Day Veteran's Day

Memorial Day Juneteenth Day

Thanksgiving Day Christmas Day

Independence Day

Work at a Government site shall not take place on Federal holidays or weekends (but may require off-hour work due to network loading or other disruptions that could occur) unless directed by the Contracting Officer (KO) on individual task orders.

#### 1.4.2 HOURS OF OPERATION

The contractor is responsible for conducting business during the hours required on each individual task order, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential. The contractor may also be required to support 24/7 operations 365 days per year as identified in individual task orders.

#### 1.4.3 PLACE OF PERFORMANCE

The place of performance shall be identified in individual task orders. Locations will be Government or contractor sites within CONUS and/or OCONUS locations, including warzone areas. Locations may include Federal, State, or military data centers, and facilities, as defined in individual task orders.

#### 1.4.4 TYPE OF CONTRACT

MAPS is a Multiple Award Indefinite Delivery Indefinite Quantity (MA IDIQ) contract. The types of services to be provided will be determined at the individual Task Order (TO) level. The base contract will be utilized with full and open competition with reserved awards for small businesses. TOs allowed under this contract are Fixed Price (FP), Time-and-Materials (T&M), and Cost Reimbursement (CR) with a hybrid of all types.

### 2.0 APPLICABLE DOCUMENTS

The contractor is responsible for all applicable documents to ensure compliance with Department of Defense (DOD) specifications and standards, applicable industry standards, or other required documentation shall be specified at the individual task order level.

### 3.0 TECHNICAL REQUIREMENTS

Technical requirements will be determined at task order level but will fall under one of the support areas identified below.

#### 3.1 ENGINEERING, LOGISTICS AND OPERATIONAL SERVICES

Examples of service areas that are included under the Engineering, Logistics and Operational Services support area include, but are not limited to, the following:

**Engineering Services:** These services are primarily for applying physical laws and principles of engineering in the design, development, and utilization of machines, materials, instruments,

structures, processes, and systems. These services may involve any of the following activities: provision of complex scientific detailed advice, preparation of feasibility studies, preparation of preliminary and final plans and designs, provision of technical services during the construction or installation phase, inspection and evaluation of engineering projects, and related services.

**Logistics Services:** These services are for operating advice and assistance to businesses and other organizations in: (1) operations improvement; (2) productivity improvement; (3) production planning and control; (4) quality assurance and quality control; (5) inventory management; (6) supply chain distribution networks; (7) warehouse operations, and utilization; (8) transportation and shipment of goods and materials; and (9) materials management and handling.

**Manufacturing Readiness:** These services can be used in general industry assessments, or for more specific applications in assessing capabilities of possible suppliers. These services can include effective communication and collaboration, continuous improvement, capacity planning, monitoring and production planning.

**Medical Logistics:** These services are for the process of planning, implementing, and controlling the flow of medical supplies, equipment, and information within the healthcare system.

**Technology Insertion:** These services refer to the introduction of new and/or improved hardware or software capabilities into an established operational system. It can help expand system capability, increase readiness, reduce life-cycle costs, and reduce the logistics footprint.

**Integration:** These services can be used for comprehensive analysis, design, and assessment of requirements, concepts, and resources for human factors engineering, manpower, personnel, training, safety and occupational health, force protection and survivability, and habitability.

**Interoperability:** These services can be used for the ability of different software components or systems to seamlessly exchange and use information. It involves ensuring that the software can integrate effectively with other systems, regardless of their operating platforms, programming languages, or data formats.

### 3.2 RESEARCH, DEVELOPMENT, TEST & EVALUATION (RDT&E) SERVICES

Research, Development, Test and Evaluation (RDT&E) Services include any services directed toward innovation, introduction, and improvement of products and processes.

Examples of service areas that are included under the RDT&E Services support area include, but are not limited to, the following:

**Basic Research:** These services include fundamental research, science-based investigation, is the aim of improving and resolving scientific theories for better understanding and prediction of natural or other phenomena. Basic research often fuels the technological innovations of applied science.

**Applied Research:** These services generate actionable insights and solutions that have a direct impact on practical situations. These services seek to bridge the gap between theory and practice by taking existing knowledge and applying it in real-world contexts. Applied research is driven by

the need to address specific challenges, make informed decisions, and drive innovation in various domains.

**Experimental/Developmental Research:** These services are used for systematic work, drawing on knowledge gained from research and practical experience and producing additional knowledge, which is directed to producing new products or processes or to improving existing products or processes.

**Modeling and Simulation:** These services are used for the process of developing and driving a model of a system with suitable inputs and observing the corresponding outputs and the process of designing a model of a conceptual system and using it to conduct experiments for the purpose of understanding the performance of the system and/or evaluating alternative management strategies and decision-making processes using simulation results.

**Prototyping and Fabrication Support:** This involves creating early models of a product that simulate its design and functionality to test concepts, gather feedback, and iterate on the design before the final product is developed.

**Exploratory Research:** These services are a methodology approach that investigates research questions that have not previously been studied in depth. Services include reviewing existing research and publications, investigating questions, and studying experiences.

### 3.3 MANAGEMENT AND ADVISORY SERVICES

Examples of service areas that are included under the Management and Advisory Services support area include, but are not limited to, the following:

**Acquisition and Strategic Planning:** Defining an organization's direction and outlining a path toward a preferred future. It could involve creating specific business strategies, implementing them, and evaluating the results regarding the company's overall long-term goals or desires. Some other examples include risk management and mitigation, competition strategy, and developing a plan to acquire new systems or services.

**Financial Services:** Financial services encompass a broad range of service sector activities. Some examples include budgeting, budgetary planning, cost analysis and estimating, and financial advice.

**Training Services:** Training services include any service for training, education, or exercise support. Some examples include customized business training, development of training documents, delivery of training and assessments, and mobile facility training.

**Education Services:** Services that provide instruction and training in various subjects.

**Program Management:** Services that relate to the overseeing of a group of individual projects linked together through a shared organizational goal or common area of impact.

**Quality Assurance:** Services related to systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that standards of quality are being met.

**Risk Management:** Services related to identifying, assessing, and mitigating threats or uncertainties that can affect an organization. It involves analyzing the likelihood and impact of risks, developing strategies to minimize harm, and monitoring the effectiveness of measures.

### 3.4 EMERGING IT SERVICES

Examples of service areas that are included under the Emerging IT Services support area include, but are not limited to, the following:

**Big Data and Big Data Analytics Data Services:** The term "big data" refers to extremely large volumes of data that traditional processing methods may struggle to handle efficiently. Therefore, big data analytics is the process of examining large and complex datasets, commonly known as big data, to uncover valuable insights, patterns, trends, and correlations.

**Quantum Computing:** Emergent field of cutting-edge computer science harnessing the unique qualities of quantum mechanics to solve problems beyond the ability of even the most powerful classical computers. The field of quantum computing contains a range of disciplines, including quantum hardware and quantum algorithms.

**Business Process Reengineering (BPR):** Business process engineering (BPR) is a strategic management approach that is focused on fundamentally rethinking and redesigning core business processes to achieve significant improvements in performance and efficiency. BPR focuses on optimizing end-to-end processes and eliminating redundancies.

**Network/Systems Operation and Maintenance Enterprise:** Constitutes all the tasks and systems in place to monitor, update and run your organization's computer network before problems strike.

**Integration and Consolidation Information Technology Services:** Support the implementation and rollout of new network infrastructure, including consolidation of established network infrastructure. Activities may include hardware or software procurement, configuration, tuning, staging, installation and interoperability testing.

**Cybersecurity Services:** Professional products, processes, or solutions designed to safeguard information, devices, and networks from cyber threats. They protect organizations from unauthorized access, use, disruption, or destruction of sensitive data, systems, or applications.

### 3.5 FOUNDATIONAL IT SERVICES

Examples of service areas that are included under the Foundational IT Services support area include, but are not limited to, the following:

**Help Desk Support:** Serves as the frontline of customer support, connecting those seeking assistance with those who can provide guidance.

**Independent Verification and Validation (IV&V):** Structured and objective assessment process where an external entity evaluates a project, system, or process to ensure that it complies with requirements, standards, and best practices. It also identifies and mitigates potential risks or issues.

**Information Technology (IT) Education and Training:** Services that provide instruction and training in various subjects for information technology. Training services include any service for training, education, or exercise support.

**IT Supply Chain Management:** Supply chain management is the centralized management of the flow of goods and services. It includes all processes that transform raw materials into final products, such as shipping, production, and distribution of products, goods, and services.

**IT Management Services:** Activities performed by an organization to design, build, deliver, operate and control information technology (IT) services offered to customers. Planning, implementing, managing and optimizing information technology services to meet the needs of users and help organizations achieve their business goals.

**IT Services:** Information Technology Services (ITS) refer to a range of activities that involve the use of information technology to support, manage, and improve the operations of a business or organization. These services can include IT consultancy, hardware management, technical support, computer networking, and systems administration.

#### 4.0 CONTRACT REQUIREMENTS

The contractor shall provide the services and documentation required by individual task orders pursuant to the general requirements specified herein. Contract types may include firm-fixed-price, time and material and cost reimbursement and will be determined at the individual task order and contract line item (CLIN) levels.

#### 4.1 MATERIAL, EQUIPMENT, AND FACILITIES

The requirements shall be defined in the individual task order which will contain the specificity of requirements including accountability, documentation and reporting and tracking requirements.

##### 4.1.1 GOVERNMENT FURNISHED PROPERTY (GFP)

GFP which includes Government Furnished Material (GFM), Government Furnished Information (GFI), and Government Furnished Equipment (GFE) may be provided as defined in each individual task order.

##### 4.1.2 GOVERNMENT FACILITIES

Government office or laboratory space may be made available for performance of specific task orders. The contractor may be required to establish operations and support facilities and warehouses within a government provided facility that complies with DOD and/or Department of

State certification and accreditation requirements. Such facilities will be specified in the individual task orders.

#### 4.1.3 CONTRACTOR ACQUIRED MATERIAL, PROPERTY, FACILITIES, AND LEASES

Individual task orders shall define contractor acquired/provided material, equipment, and facilities including any hardware and/or software required. The contractor may be required to purchase any hardware and/or software necessary to accomplish each task order. Any purchased material shall be in accordance with the current Government Property requirements and shall be accounted for and maintained pursuant to applicable clauses. Software integrity shall be maintained by the contractor within the licensing agreement of the producer until such software is delivered to the Government or otherwise disposed of in accordance with Government direction. Any purchased material shall become the property of the Government upon completion of the task order in accordance with the clauses in Section I of the contract and shall be accounted for and maintained pursuant to those clauses.

All leased equipment, property or other that is acquired by the contractor to support an individual task order shall be clearly defined and shall be established in the individual task order.

Only material, property, equipment, and/or facilities necessary to perform the services of the task order shall be acquired or leased. There shall be no production or limited production purchases under this contract. The contractor shall ensure that the applicable purchasing requirements are followed in accordance with DOD and local policy with regard to all purchases that are anticipated under this task order. Purchases and leases shall be reviewed and approved in advance by the authorized Government appointee (i.e. Contracting Officer, Contracting Officer's Representative (COR), or designee).

#### 4.1.4 WARRANTY

Items acquired under task orders may require warranty protection. The type of warranty and extent of coverage will be determined for the individual task order.

#### 4.1.5 EXPORT CONTROL

The contractor shall comply with all applicable laws and regulations regarding export-controlled information and technology and shall not use, distribute, transfer, or transmit technology (even if incorporated in products, software, or other information) except in compliance with such laws and regulations. The contractor will plan for, obtain, and maintain any export licensing required in order to successfully perform the requirements of individual task orders.

#### 4.2 ANTITERRORISM /OPERATIONALSECURITY (AT/OPSEC) REQUIREMENTS

Contractor personnel performing work under this contract shall have the appropriate security clearance as specified in each individual task order at time of the proposal submission and shall maintain the level of security required for the life of the contract.

##### 4.2.1 AT LEVEL 1 TRAINING

This standard language is for contractor employees with an area of performance within an Army controlled installation, facility, or area. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level 1 awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level 1 awareness training is available at the following website: <http://jko.jten.mil>

#### 4.2.2 AT AWARENESS TRAINING FOR CONTRACTOR PERSONNEL TRAVELING OVERSEAS

U.S. based Contractor employees and associated sub-contractor employees shall receive Government provided area of responsibility (AOR) specific AT awareness training as directed by Army Regulation (AR) 525-13, Antiterrorism. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact. U.S. based contractor employees and associated sub-contractor employees will submit an Isolated Personnel Report prior to deployment, in accordance with AR 525-28, Personnel Recovery. The contractor is required to fill out the survey on NIPRNET at <https://prmsglobal.prms.af.mil/prmsconv/Profile/Survey/start.aspx> prior to deployment.

#### 4.2.3 ANTITERRORISM AWARENESS - iWATCH TRAINING

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR no later than 30 calendar days after contract award.

#### 4.2.4 FOR CONTRACTS THAT REQUIRE OPSEC TRAINING

Per AR 530-1, Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. Level I OPSEC training is available at the following website: <http://cdse.edu/> (Duration: 45 minutes).

#### 4.2.5 ACCOUNT VALIDATION SYSTEM (AVS)

All contractor employees with access or require access to a government info system must be registered in the AVS at commencement of services and must successfully complete the DOD Cybersecurity Awareness prior to access to the IS and then annually thereafter.

#### 4.2.6 CYBERSECURITY/INFORMATION TECHNOLOGY (IT) TRAINING

All contractor employees and associated subcontractor employees must complete the DoD Cybersecurity awareness training before issuance of network access and once every five (5) years thereafter. All contractor employees working Cybersecurity/IT functions must comply with DoD and Army training requirements in DoD 8140.01, Cyberspace Workforce Management, and AR 25-2, Army Cybersecurity, within six months of appointment to Cybersecurity/IT functions.

#### 4.2.7 FOR CYBERSECURITY/IT CERTIFICATION

Per DoD 8140.03 DFARS 252.239.7001 and AR 25-2, the contractor employees supporting Cybersecurity/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8140.03 must be completed upon contract award.

#### 4.2.8 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES

This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated subcontractors' employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (RFO 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DoD, Headquarter Department of the Army and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

#### 4.2.9 FOR CONTRACTS THAT REQUIRE HANDLING OR ACCESS TO CLASSIFIED INFORMATION

Contractor shall comply with RFO 52.240-92, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with-- (1) The Security Agreement (DD Form 441), including the NIST Special Publication 800-88 "Guidelines for Media Sanitization", notice of which has been furnished to the contractor.

#### 4.2.10 THREAT AWARENESS REPORTING PROGRAM

For all contractors with security clearances. Per AR 381-12, Counterintelligence Awareness and Reporting, contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b.

#### 4.2.11 CONTRACTORS REQUIRING COMMON ACCESS CARD (CAC)

Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in AR 525-28 favorable review of the Federal Bureau of Investigation fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

#### 4.2.12 CONTRACTORS THAT DO NOT REQUIRE CAC, BUT REQUIRE ACCESS TO A DoD FACILITY OR INSTALLATION

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index and Terrorist Screening Database (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

#### 4.2.13 CONTRACTORS AUTHORIZED TO ACCOMPANY THE FORCE

DFARS 252.225-7040 (DFARS 252-225-7995 for CENTCOM), Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT /OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

#### 4.2.14 CONTRACT REQUIRING PERFORMANCE OR DELIVERY IN A FOREIGN COUNTRY

DFARS 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

#### 4.2.15 DD FORM 254

Overarching security requirements and contractor access to classified information shall be as specified in the basic DD Form 254, "Department of Defense Contract Security Classification Specification," which will be further identified in the DD Form 254 for each TO, as required. All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable National Agency Check (NAC).

#### 4.2.16 VISITOR GROUP SECURITY AGREEMENT

The contractor may be required to sign a Contractor Visitor Group Security Agreement to protect classified information involved in performance under individual task orders. The Agreement will outline responsibilities in the following areas: Contractor security supervision; Standard Practice Procedures; access, accountability, storage, and transmission of classified material; marking

requirements; security education; personnel security clearances; reports; security checks; security guidance; emergency protection; protection of Government resources; DD Forms 254; periodic security reviews; and other responsibilities, as required.

#### 4.3 TRAVEL

Costs for transportation shall be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of the travel. The Joint Federal Travel Regulations (JFTR), while not wholly applicable to contractors, shall provide the basis for the determination as to reasonable and allowable. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodation available during normal business hours. Necessary travel meeting the above requirements shall be reviewed and approved in advance by the authorized Government appointee (i.e. Contracting Officer, COR, or designee).

#### 4.4 CONTRACTOR PROGRAM MANAGEMENT

Contractor employees performing services under this contract shall be controlled, directed and supervised at all times by management personnel of the contractor. The contractor's management shall ensure that employees properly comply with the performance standards outlined in this Performance Work Statement and as required by the contracting officer or the COR. Contractor employees shall perform independent of and without the supervision of any Government official. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in RFO Subparts 7.5 and 37.1. The Government shall control access to the facility and shall perform the inspection and acceptance of completed work and tasks.

##### 4.4.1 WORK CONTROL

All program requirements, contract actions and data interchange shall be conducted in a digital environment using electronic and web-based applications. At a minimum, such data shall be compatible with Microsoft Office 2019 or newer.

##### 4.4.2 QUALITY CONTROL

The contractor shall implement and maintain a Quality Assurance System to ensure product integrity that meets or exceeds the requirements. These requirements are commonly accepted practices employed by industry both in national and international environments. The contractor shall identify specific military/commercial standards/procedures to be used or applied prior to implementing the system.

The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the

Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how performance standards will be applied, the frequency of surveillance, and the minimal acceptable defect rate(s).

#### 4.4.2.1 DOCUMENT CONTROL

The contractor shall ensure that the latest revisions of drawings, specifications, work instructions, inspection/test instructions, and other documents required to satisfy the task order are utilized in production, inspection, and testing.

#### 4.4.2.2 RECORDS

The contractor shall maintain records of all inspections and tests to demonstrate that the quality approach satisfies contract and task order requirements.

#### 4.4.2.3 GOVERNMENT FURNISHED PROPERTY (GFP) MANAGEMENT

For all GFP received under the task orders issued under the contract, the contractor shall be responsible for conducting all necessary examinations, inspections, maintenance, and tests. The contractor shall be responsible for reporting all inspection results, maintenance actions, losses, and damage to the Government.

#### 4.4.2.4 CONTINUOUS PROCESS IMPROVEMENT

The contractor shall monitor the effectiveness of their quality system and continually improve quality processes.

#### 4.5 PROGRAM MANAGEMENT REVIEWS (PMR)

Designated contractor representatives shall participate in PMRs hosted by the Government in order to facilitate exchanges of information regarding the status of potential and awarded task orders, questions, and concerns regarding the program and contract.

#### 4.6 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) MITIGATION

All functions related to acquisition or strategic planning support services shall be on an advisory basis only.

Orders under this contract may require systems engineering, technical direction, specifications, work statements, and evaluations services. Therefore, some restrictions on future activities of the contractor may be required in accordance with RFO Subpart 9.5 and Clause H.13 of this contract, Organizational Conflict of Interest (OCI).

#### 4.7 COMMON ACCESS CARD (CAC), SECURITY BADGES, AND CIVILIAN IDENTIFICATION (ID)

Contractor personnel may be required to have a valid Department of Defense (DoD) Common Access Card (CAC) if they are to be granted network access in performance of their duties. Contractor personnel shall return CACs to the sponsoring organization Security Officer when their employment as a DoD contract employee is terminated or the order is complete, whichever occurs first. Contractor personnel who do not require network access do not require a CAC; however, they may be required to obtain a security badge or civilian ID for physical access to Government sites.

The Contractor shall return any Government issued CACs, security badges, or civilian IDs to the COR or other designated security personnel.

## 5.0 CONTRACT DELIVERABLES

### 5.1 Service Contract Reporting (SCR)

The contractor shall report annually, by October 31, at <https://www.sam.gov>, on the services performed under this contract, including any first-tier subcontracts, during the preceding Government fiscal year (October 1 - September 30).

### 5.2 DATA DELIVERABLES

Technical data deliverables will be specified in individual task orders issued under the contract, either as CDRLs or as specified in the task order PWS. Data items ordered under individual task orders shall be prepared using standardized Data Item Descriptions (DID) listed in the DoD Acquisition Management System and Data Requirements Control List (AMSDL) current at the time of task order issuance. Deliverables may be required to be delivered as either hardcopy or electronic media or both as specified in the individual task order. Digital signatures and handwritten signatures on scanned documents may be acceptable.

### 5.3 PRODUCTS

All products will be delivered to the Government locations specified in the task order. Delivered products shall be accepted by authorized Government personnel via DD Form 250 or as specified in each individual task order. Inspection and acceptance will be specifically identified in each task order.

### 5.4 CONTRACT DATA REQUIREMENTS LIST (CDRL)

Deliverables may be incorporated through the attachment of a DD Form 1423 CDRL on individual task orders.

\*\*\* END OF NARRATIVE \*\*\*

## Requirements

The objective of the MAPS IDIQ contract is to provide Army customers, Portfolio Acquisition

Executives (PAE), CPEs, DoW agencies, and other federal agencies with uncommon knowledge-based professional services and support the Army enterprise infrastructure and infostructure goals with information technology (IT) services worldwide (inside the contiguous United States (CONUS) and outside the contiguous United States (OCONUS)), including hostile areas.

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North American Industry Classification System (NAICS) : 541519

## Section D - Packaging and Marking

Not applicable.

\*\*\* END OF NARRATIVE \*\*\*

## Section E - Inspection and Acceptance

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	1996-08		
52.246-3	Inspection of Supplies-Cost-Reimbursement.	2001-05		
52.246-4	Inspection of Services-Fixed-Price.	1996-08		
52.246-5	Inspection of Services-Cost-Reimbursement.	1984-04		
52.246-6	Inspection-Time-and-Material and Labor-Hour.	2001-05		
52.246-9	Inspection of Research and Development (Short Form).	1984-04		
52.246-16	Responsibility for Supplies.	1984-04		

## Section F - Deliveries or Performance

### F.1 Period of Performance (PoP)

The PoP for this task order is as follows:

Base Period: 5 Years

Optional Ordering Period: 5 Years

There is no guarantee that the option will be exercised on any or all of the awarded contracts.

The PoP for orders will be determined for each order based on the requirements. The order RFP shall identify the PoP for the order.

### F.2 Place of Performance

The place(s) of performance for the orders will be determined for each order based on the order requirements and may include Government sites and/or contractor sites. The place of performance may be Contiguous United States (CONUS), Outside the Contiguous United States (OCONUS), or a combination to support requirements throughout the world. The order RFP shall identify the place (s) of performance for the order.

\*\*\* END OF NARRATIVE \*\*\*

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	1989-08		
52.242-15	Stop-Work Order. (Alternate I)	1989-08	Alternate I	1984-04

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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252.223-7003 Change in Place of  
Performance--Ammunition and  
Explosives.

1991-12

## **Section G - Contract Administration Data**

### **SECTION G - CONTRACT ADMINISTRATION DATA**

#### **G.1 Contractor Performance Assessment Reporting System (CPARS)**

##### **G.1.1 Order-Level CPARS**

The IDIQ Contracting Officer shall not administer or evaluate Task Order performance. It is the sole responsibility of the Contracting Officer who administers the Task Order to evaluate each order exceeding the Simplified Acquisition Threshold (SAT) using the process and criteria in CPARS.

#### **G.2 Mergers, Acquisitions, Novation's, and Change-of-Name Agreements**

If a contractor merges, is acquired, or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by Government Contracting Officer other than the IDIQ Contracting Officer, the Contractor shall notify the IDIQ Contracting Officer and provide a copy of the novation or any other agreement that changes the status of the Contractor.

#### **G.3 Invoicing Rates That Deviate from Proposed Rates (FEB 2025):**

The following clause is applicable to any task order with a Cost Reimbursement Type CLIN. NOTE: When a resulting Cost Reimbursable Task Order is exempt from CPARS (i.e. basic, applied or advanced research), paragraphs G.3.2 and G.3.3 do not apply.

G.3.1. If in any performance period, the Contractor is projecting a cost overrun in excess of 10% of the proposed estimated cost for a particular labor rate for that period, which is determined to not be a result of Government direction and not attributable to Forward Pricing Rate Agreement (FPRA) changes, the projected cost overrun may trigger a Show Cause or Termination for Default subject to the Contracting Officer's discretion. Note: Contractors proposing at current FPRA rates and invoicing at current Provisional Billing rates will not trigger a Show Cause or Termination for Default.

G.3.2 If in performance of the Task Order, the Contractor incurs a cost overrun for a particular labor rate of greater than 5% and less than 10% during that Contract Performance Assessment Reporting System (CPARS) evaluation period, which is determined not to be a result of Government direction or Contractor Provisional Billing rates, the Contractor shall receive a Marginal rating for that period's CPARS cost element.

G.3.3 If in performance of the Task Order, the Contractor incurs a cost overrun greater than 10% during that CPARS evaluation period, which is determined not to be a result of Government direction or Contractor Provisional Billing rates, the Contractor shall receive an Unsatisfactory rating for that period's CPARS cost element.

G.3.4 In regard to cost overruns and estimated costs mentioned in paragraphs G.3.1 through G.3.3, the Government will compare actual cost of work performed to estimated cost at the end of each contract period. Contractors are cautioned that costs should be directly proportional to hours expended, and if in excess, may be considered a cost overrun by the Government.

**G.3.5 Adjustment of Baseline Rates.**

In the event of significant market condition changes or other unforeseen circumstances that materially impact the Contractor's ability to perform at the proposed rates, the Contractor and the Contracting Officer may mutually agree to establish a revised rate or rates as the new baseline. Such agreements/adjustments must be documented and will supersede the previously proposed rates for the applicable performance period. The Contractor must provide sufficient justification to support the revised rates. This adjustment mechanism shall not apply to cost overruns caused by the Contractor's mismanagement, inefficiency, or other factors attributable to the Contractor's performance.

\*\*\* END OF NARRATIVE \*\*\*

**DFARS Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
252.204-7006	Billing Instructions-Cost Vouchers	2023-05		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		

**DFARS Clauses Incorporated by Full Text**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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*(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.

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*(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\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>TBD</u>

Issue By DoDAAC	<u>TBD</u>
Admin DoDAAC	<u>TBD</u>
Inspect By DoDAAC	<u>TBD</u>
Ship To Code	<u>TBD</u>
Ship From Code	<u>TBD</u>
Mark For Code	<u>TBD</u>
Service Approver (DoDAAC)	<u>TBD</u>
Service Acceptor (DoDAAC)	<u>TBD</u>
Accept at Other DoDAAC	<u>TBD</u>
LPO DoDAAC	<u>TBD</u>
DCAA Auditor DoDAAC	<u>TBD</u>
Other DoDAAC(s)	<u>TBD</u>

*(\*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.

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*(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 H - SPECIAL CONTRACT REQUIREMENTS

#### H.1 Definitions

"Affiliates" please refer to RFO 2.101.

"Division" is a separate business unit of a company representing a specific business function.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned directly. By a parent corporation; or through another subsidiary of a parent corporation.

"Business Unit" means any segment of an organization, or an entire business organization that is not divided into segments.

"Joint Venture" (JV) means a business undertaking by a combination of two (2) or more persons or business entities that perform or act jointly in a specific endeavor, such as the negotiation for, or performance of a contract. JVs must do business under their own name and be identified as a JV in the System for Award Management (SAM) at time of proposal submission.

"Mentor-Protege JV" means a JV that complies with the requirements set forth in 13 CFR Chapter I and by the United States Small Business Administration (SBA) (<https://www.sba.gov/federal-contracting/contracting-assistance-programs/sba-mentor-protege-program>).

"Populated JV" in the context of this acquisition means the JV employs its own personnel to directly perform the labor on a contract that can act as a standalone operating company with its own payroll. This can refer to a small business Populated JV under 13 CFR Chapter I.

"Unpopulated JV" in the context of this acquisition means the JV does not have its own employees performing contract work, instead the employees of the partner companies perform the work, and they serve as a vehicle for the partner company to act as a collective prime contractor. This can refer to a small business Unpopulated JV under 13 CFR Chapter I.

"Commercial-Sector Vendor" in the context of this acquisition, includes all offerors except those that have performed, within the four (4) years preceding the final solicitation date or are currently performing, Government contracts or agreements for other than "commercial services" as defined in RFO 2.101. For the purpose of the "Commercial-Sector Vendor" category, offeror includes parent companies, subsidiaries, affiliates, predecessors, and/or joint venture members. An offeror that has never performed any contracts or subcontracts is also eligible for the "Commercial-Sector Vendor." The offeror must not be subject to suspension or debarment by the United States Government, must not appear on the Excluded Parties List, and must be registered in SAM.gov.

"Company" includes all of the above.

#### H.2 Minimum Guarantee

The minimum guarantee for this acquisition will be \$100.00. The Government has no obligation to issue any orders except for the minimum guarantee of \$100.00. The minimum guarantee will be satisfied by the first order, which is for attendance of two (2) individuals and participation in a Government hosted virtual Postaward meeting after award of the base contract.

### H.3 Fee

The Government's objective is to negotiate a fee at a rate equal to or less than half the regulatory limits identified in 10 U.S.C. 3322(b) and adopted at RFO 15.404-9(c)(4). The maximum fee rates below apply to any and all Cost-Plus-Fixed-Fee (CPFF) Task Orders and/or Contract Line Item Numbers (CLIN). Contractors shall not propose fees for CPFF Task Order CLINs that exceed the maximum rates as follows:

Non-Experimental, Non-Developmental, or Non-Research Work 5%

Experimental, Developmental, or Research Work 7%

### H.4 Ordering Procedures

H.4.1 In accordance with (IAW) RFO 16.507, the Contracting Officer reserves the right to tailor procedures to each order and shall state the procedures in the order RFP.

H.4.2 Orders will be awarded IAW RFO 16.507, DFARS 216.507 and RFO 52.216-19. Only Contracting Officers with delegation of procurement authority by the MAPS IDIQ Contracting Officer has the authority to award orders against this contract.

H.4.3 Contractors may choose whether or not to submit proposals in response to order RFPs at their discretion. Contractor shall propose IAW the RFP for each order.

H.4.4 In the event an order is restricted to Small Business, refer to H.12.

H.4.5 If an order RFP does not indicate any restriction to Small Businesses, then any contract holder within the solicited domain(s) may submit a proposal in response to the order RFP.

H.4.6 If an order is determined to be for commercial services, as defined in RFO 2.101, the order will be in accordance with RFO Part 12. No commercial orders will be used to develop commercial capabilities. Any contract holder within the solicited domain(s) able to meet the order's RFP commercial requirements will be permitted to submit a proposal in response to the order RFP.

H.4.7 All costs associated with the preparation, presentation, and discussion of the Contractor's proposal in response to an order's RFP will be at the Contractor's sole and exclusive expense. Each Task Order will be funded by the ordering agency at the Task Order level.

### H.5 On and Off Ramps

#### H.5.1 On-Ramps

The Government reserves the right to evaluate and conduct an on-ramp based on Government needs or priorities. The objective of an on-ramp is to maintain competitive sources for orders. Offerors who are not already contract holders may be eligible to become a contract holder; current contract holders shall not submit a proposal for a new contract during the on-ramp. The Contracting Officer may conduct market research to assess additional technologies and capabilities available in the open market. The Contracting Officer may also assess contractor performance and the amount of competition that is available. The Government reserves the right to on-ramp at any point during the life of the contract. To consider an on-ramp under the MAPS IDIQ the Government shall:

- a. Release a notice of an on-ramp solicitation, and the on-ramp procedures will be publicized on SAM.gov;
- b. The solicitation will identify the total approximate number of new contracts awards the Government intends to make, however the actual number of awards may depend on the number of quality proposals received;
- c. The basis for award under the solicitation will be substantially the same as the original solicitation;
- d. The terms and conditions of any contracts resulting from the solicitation will be materially identical to the current version of the existing contracts under the MAPS multiple award IDIQ vehicle;
- e. The ordering period of any new contracts resulting from the solicitation will be coterminous with the ordering period of the existing contracts under the MAPS multiple award IDIQ vehicle; and,
- f. If awarded a contract resulting from the solicitation, the new contractor will be eligible to submit a proposal in response to an order RFP with the same rights and obligations as any other contractor on the MAPS multiple award IDIQ vehicle.

#### H.5.2 Off-Ramps

The Government intends to maintain only the highest performing base contract holders through the Base and Optional Ordering Period. The objective of an off-ramp is to reduce the administrative burden and costs for the Government and contractors and to maintain a streamlined and efficient process on the contract. The Government reserves the unilateral right to off-ramp non-performing or non-responsive contractors at any time during the life of the contract.

Contract holders may be off-ramped from the MAPS IDIQ for any Domains for any of the following:

One (1) or more contractor-induced cost overrun on an awarded Task Order under the MAPS IDIQ;

Any "Marginal" or "Unsatisfactory" final CPARS ratings on an awarded Task Order under the MAPS IDIQ;

The average Vacancy Rate on any Task Order (# of vacant position at the end of the last full year of performance of the Task Order/ # of positions proposed \* 100) of 10% or more;

The average Time to Fill Rate on any Task Order (Date of Offer Acceptance minus Date Vacancy Opened for each vacancy on the Task Order over the last full year of performance) is equal to or greater than 60 calendar days or more;

This solicitation and resulting awards will be subject to DFARS 252.204-7025, Notice of Cybersecurity Maturity Model Certification (CMMC) Level Requirements. Any offeror who does not receive the required CMMC assessment within the required timeframes may be off-ramped;

Not submitting deliverables addressed in their Task Order(s) Performance Work Statement (PWS).

If the Contractor fails to obtain a Government Determined Acceptable Purchasing System within two (2) years of contract award. After the award of the base contract, the Contracting Officer will initiate a Contractor Purchasing Review for those awardees who do not possess one at the time of base contract award.

If the Contractor's Government Determined Acceptable Purchasing System is "disapproved" by the Government at any time during performance.

If the Contractor is awarded a cost type Task Order, and their Accounting System is "disapproved" by the Government at any time during performance.

Contractors who are off-ramped from their specific Domain shall not submit proposals or receive any further order awards under that Domain. However, any contractor off-ramped from their specific Domain shall continue performance, with the Contracting Officer's approval, of any existing order that was awarded prior to the off-ramp effective date including order option periods, if exercised. A Contractor with a base contract in more than one Domain can be off-ramped from one or multiple Domains, depending on the criteria identified above.

The Government reserves the right to use the following methods to off-ramp a contractor from any Domain in accordance with the following:

- a. The Contracting Officer shall affect a no-cost settlement instead of issuing a termination notice if applicable; or,
- b. The Contracting Officer shall implement a termination for convenience in accordance with RFO 52.249-2, 52.249-4, 52.249-6, or 52.249-8 as applicable.

#### H.6 One Contract Per Entity

The Government will award no more than one (1) contract per Domain to a single legal entity including any parent, subsidiary, division or affiliate. This includes thorough review and approval of novations.

At any given time, a Contractor, including any parent, subsidiary, or affiliate, may not hold more than one (1) contract per Domain. This limitation applies regardless of changes in ownership or control.

This section does not prevent parent, subsidiary, division or affiliate companies from participating in future orders. Any proposal submitted in response to a task order solicitation must be submitted in the portal through the account/contract of the Prime contract holder and, if a parent, subsidiary, division or affiliate will be performing the work, the proposal should clearly identify that.

Only the prime contractor, as identified by the Company Unique Entity Identifier (UEI) code on the base IDIQ contract, is authorized to submit proposals for and receive awards of any subsequent task orders. The UEI code on all task order proposals and awards must match the UEI code of the prime IDIQ contract holder. All payments and CPARS evaluations will be issued to the Prime contract holder.

#### H.7 Novation

Any transfer of this Contract, in whole or in part, by the contractor to another entity through merger, sale of assets, reorganization, or otherwise, shall not be binding upon the Government unless and until approved in writing by the Government through a novation agreement executed in accordance with RFO Part 42 and DFARS PGI Subpart 242.9.

Novation is not automatic and will be considered only upon the Contractor's timely submission of a complete novation package and determination by the Government that such action is in the Government's interest. The Government reserves the right to approve or disapprove any requested novation at its sole discretion.

Contractors are cautioned that if a JV holds a MAPS base contract and that JV relationship dissolves, the MAPS contract does not automatically transfer to one (1) of the remaining partners. Specifically for Mentor-Protege (MP) JVs, any actions involving the termination or novation of the JV relationship must comply with 13 CFR 125.9. MAPS base contract holders may request the Government recognize a successor in interest via a novation agreement in accordance with RFO Part 42 and DFARS PGI Subpart 242.9. Upon completion of a formal novation, the MAPS base contract will be subject to size status recertification in accordance with SBA regulations (13 CFR 121.404); the contract would thereafter acquire the size status of the official holder.

#### H.8 Intellectual Property

All intellectual property shall be reviewed and negotiated at the individual Task Order Level.

#### H.9 Safety and Environmental Considerations

Contractors shall comply with all applicable Federal, State, and Local safety, health and environmental regulations.

#### H.10 Subcontract Fees

Allowable Fee on subcontractor labor is at the discretion of the Contracting Officer at the Task Order level and inclusion of this Base Contract paragraph will be identified in the Task Order's RFP.

If incorporated, Prime Contractor fee is prohibited from being applied to Subcontractor labor. Prime Contractor Fee may be applied to cost elements such as Subcontractor-Handling and General & Administrative (G&A).

#### H.11 Contracting Officer's Representatives (COR)

The Contracting Officer will appoint a COR from the requiring activity for each order. The COR does not have the authority to award, agree to, or sign any contract, order, or modification or in any way to obligate the payment of money by the Government. The COR does not have the authority to take action that may affect contract or order schedules, funds, or scope. All contractual agreements, commitments, or modifications that involve price, quantity, quality, schedules or other terms and conditions of the contract or order shall be made by the Contracting Officer in writing only.

#### H.12 Orders Restricted to Small Businesses

H.12.1 The Government will conduct market research for each individual order through the issuance of a Request for Information (RFI) specific to the requirements of the order. When the results of the market research indicate that two (2) or more capable Small Businesses intend to propose, the orders may be restricted to Small Business. Further restriction to specific socioeconomic categories based on market research may be done so at the Contracting Officer's discretion.

H.12.2 The order RFP shall indicate if the order is restricted to Small Business.

H.12.3 Any proposals submitted for an order restricted to Small Businesses shall include the following representation:

The Contractor represents that it  is,  is not a Small Business concern under NAICS 541330; 541611; 541715; 541512; or 541519 assigned to contract number TBD.

H.12.3.1 Proposals submitted for all orders restricted to Small Businesses shall be required to submit a size recertification upon the Contracting Officer's request in accordance with 13 CFR 121.404(2).

H.12.3.2 Under the applicable Domain, where a contract holder has grown to be other than small and cannot recertify as small for a specific order for which the Contracting Officer requested recertification, it may continue to qualify as small for other orders where the Contracting Officer does not request recertification in accordance with 13 CFR 121.404(2)(ii).

#### H.13 Organizational Conflict of Interest (OCI)

H.13.1 For all contract and/or orders, Offerors shall identify and address all actual or potential OCI situations with itself, subcontractors, or any other Offeror, per RFO Subpart 9.5.

H.13.2 Awardees of orders for uncommon knowledge-based professional services may provide systems engineering, technical direction, specifications, work statements, and evaluation of services. Therefore, some restrictions on future activities of the awardee may be required IAW RFO Subpart 9.5.

H.13.3 Contractor personnel providing uncommon knowledge-based professional services shall be required to sign a non-disclosure agreement.

H.13.4 Award of an order on this acquisition may preclude the contractor from submitting proposals in response to solicitations or working on other Government contracts and/or orders, as either the prime or subcontractor. This restraint also applies to future contract and/or orders when employees have privileged information that may subject the contractor to OCI. The Government may require, with proposals for these orders, 1) A signed non-compete agreement for any new work on which contractor personnel may provide acquisition and strategic planning support services, or 2) an OCI mitigation plan outlining the contractors plan to avoid and/or mitigate any potential or current OCI issues. The non-compete agreement shall include a statement that the contractor, any subsidiary, joint venture or team member, or other affiliate does not currently, and shall not in the future, hold any Government contracts or task orders that create an OCI issue from providing acquisition and strategic planning support services under this effort. The OCI mitigation plan shall include the contractor's organizational structure and separation or firewalls of contractor employees performing this effort from the company's other operating groups, including access to databases and email.

H.13.5 If, during performance of contract or order, the contractor discovers actual or potential OCI with respect to this contract or any order under this contract, the contractor shall make immediate and full disclosure in writing to the Contracting Officer or OCO, as applicable. The disclosure shall include identification of the conflict, the way it arose, and a description of the action the contractor has taken to avoid, eliminate, or neutralize the conflict.

H.13.6 After any document for a contract or order have been released, even if only in draft form, contractors shall not communicate with anyone other than the Contracting Officer or Contract Specialist; this includes any requiring activity, or the designated COR or Technical Representatives. Contracting any other Government personnel other than the Contract Specialist or Contracting Officer identified may result in OCI and may result in an Offeror being excluded from competition for award.

#### H.14 Government Site Closures

H.14.1 All or part of a Government site may be closed in response to an unforeseen emergency. Such emergencies may include, but are not limited to, adverse weather such as snow or flood, a

natural disaster such as tornado or earthquake, or a site disaster such as a gas leak or fire. Contractor personnel are non-essential personnel for purposes of any instructions regarding such emergencies.

H.14.2 Contractor personnel shall be officially dismissed upon notification of a Government site closure. Contractor personnel shall promptly secure all Government furnished property appropriately and evacuate in an expedient but safe manner.

H.14.3 Government Site Notifications Contractors shall follow instructions for non-essential personnel provided by local radio, television, official websites, and/or official Government site hotlines. Contractors may not receive any other form of notification of a Government site closure from the Government. If a decision to close all or part of a Government site is made during the duty day and the decision is transmitted through official notification channels, contractors shall follow the instructions provided.

H.14.4 The Government shall retain the following options, in regard to the requirements of an order under this contract:

The Government may grant an extension for any order delayed by the closure equal to the time of the closure, subject to the availability of funds.

The Government may forego work. Contractors shall not receive payment for any work not performed.

The Government may reschedule the work on any day that is mutually satisfactory.

The Government may, at its discretion, permit the contractor personnel to perform at an off-site location during the period of the Government site closure, if meaningful work can be accomplished. The contractor shall certify to the Government in writing within five (5) business days of returning to the Government site the nature and scope of the work completed off-site. If applicable, the contractor shall be permitted to bill the Government at the labor rates identified in the order.

## H.15 Security Requirements

### H.15.1 Access to Government Systems

In accordance with DoD Directive Number 7045.14, dated 21 January 25, 2013, contractors are not allowed access to any DoD system without explicit authorization of a relevant Government official based on a need-to-know basis. Individuals shall have the appropriate clearance for access to a particular system.

### H.15.2 DD Form 254 (DD254)

The DD254 and/or additional specific security requirements shall be defined in each individual order as applicable.

## H.16 APG Vendor Report

The APG Vendor Report requirements are at the discretion of the Contracting Officer at the Task Order level and inclusion of this Base Contract paragraph will be identified in the Task Order's RFP. The paragraph shall only apply to Task Orders with a CPFF-Term CLIN.

If incorporated, the Government will provide the necessary oversight, management, and review of cost and performance data submitted IAW the Performance and Cost Report, Monthly Status Report, and Status Report, Monthly In-Progress Review (IPR) CDRLs addressed in the individual Task Order PWS. In addition to the formal reporting requirements, the Government will maintain appropriate oversight through informal technical interchange meetings with the contractor. Template and submission instructions shall be provided at the Task Order level.

#### H.17 Electronic Cost Reporting and Financial Tracking (eCRAFT) System Reporting

The eCRAFT System Reporting requirements are at the discretion of the Contracting Officer at the Task Order level and inclusion of this Base Contract paragraph will be identified in the Task Order's RFP. If incorporated, the Contractor shall utilize the eCRAFT System, for Task Orders that contain Cost-Reimbursement type CLINs, to report all contract expenditures in accordance with the "Funds and Man-Hours Expenditure Report" (eCRAFT Vendor Report). Compliance with this requirement is a material requirement of this contract.

The Funds and Man-hours Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

Access:eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (ePRU). The ePRU spreadsheet and user manual can be obtained at:[https://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/under eCRAFT information](https://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/under%20eCRAFT%20information). The link for eCRAFT report submission is: <https://www.pdrep.csd.disa.mil/pdrepweb/ecraft>.

If you have problems uploading reports, please see the ePRU User Guide at the site address above.

Submission and Acceptance/Rejection:The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT. The vendor must submit an eCRAFT vendor report with no corresponding WAWF cost voucher submission when a credit payment is submitted directly to the Treasury outside of WAWF (e.g. Pay.gov website).

#### H.18 Accounting System

An acceptable accounting system provides for the proper segregation, identification, accumulation, and allocation of direct and indirect costs for Government procurements. It is the Government's intent to streamline task order awards to meet critical mission requirement needs. In doing so and in accordance with DFARS 242.7502(a), "Contractors receiving cost-reimbursement, incentive type, time-and-materials, or labor-hour contracts, or contracts which provide for progress

payments based on costs or on a percentage or stage of completion, are required to maintain an accounting system." Any MAPS Prime Contractor interested in participating in task order request for proposals that possess CLINs with the criteria identified in DFARS 242.7502(a) shall have an accounting system that the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), and/or a Cognizant Federal Agency (CFA) has audited and determined acceptable. If a MAPS awardee does not possess an acceptable accounting system, they shall be ineligible for task order awards. Adequacy, acceptability, and/or approval of a contractor's accounting system are determined by the Contractor's cognizant DCAA office, DCMA Administrative Contracting Officer, and/or a CFA Contracting Officer, and validated by the MAPS Contracting Office. This will be designated and maintained at the Base Contract level by the MAPS Contracting Office. Acceptable documentation may include current and valid determination letters from the Contractor's cognizant federal agency, DCAA audit reports, or Pre-Award Surveys of Prospective Contractor Accounting System (SF1408) completed by Government Officials.

Awardees who do not possess a Government determined Acceptable Accounting System at time of MAPS base award may request the MAPS Contracting Officer, within 10 calendar days after award of the base contract, to initiate a Government Accounting System review. The MAPS Contracting Officer will accept all timely requests and initiate a Government Accounting System review.

\*\*\* END OF NARRATIVE \*\*\*

**Section I - Contract Clauses****FAR Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
52.202-1	Definitions.	2020-06		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-13	System for Award Management-Maintenance. (Deviation)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation)	2026-02		

52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	2026-02		
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications -- Sealed Bidding (DEVIATION 2022-O0001)	2020-06	Deviation 2022- O0001	2021-10
52.214-28	Subcontractor Certified Cost or Pricing Data -- Modifications -- Sealed Bidding (DEVIATION 2022-O0001)	2026-02	Deviation 2022- O0001	2021-10
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation)	2026-02		
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (DEVIATION 2022-O0001)	2026-02	Deviation 2022- O0001	2021-10
52.215-12	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	2026-02	Deviation 2022- O0001	2021-10
52.215-13	Subcontractor Certified Cost or Pricing Data -- Modifications (Deviation 2022-O0001)	2026-02	Deviation 2022- O0001	2021-10
52.215-19	Notification of Ownership Changes. (Deviation 2026-O0038)	2026-02		

52.216-8	Fixed Fee.	2011-06		
52.216-22	Indefinite Quantity. (Deviation) (Alternate II)	2026-02	Alternate II	2026-02
52.217-2	Cancellation Under Multi-year Contracts.	1997-10		
52.222-3	Convict Labor. (Deviation)	2026-02		
52.222-9	Apprentices and Trainees. (DEVIATION 2025-O0003)	2026-02	Deviation 2025- O0003	2025-03
52.222-35	Equal Opportunity for Veterans. (Deviation)	2026-02		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation)	2026-02		
52.222-37	Employment Reports on Veterans. (Deviation)	2026-02		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation)	2026-02		
52.222-54	Employment Eligibility Verification. (Deviation)	2026-02		
52.223-5	Pollution Prevention and Right-to- Know Information.	2024-05		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	2025-03	Deviation 2025- O0004	2025-03

52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Deviation)	2026-02		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	2026-02	Deviation 2025- O0004	2025-03
52.224-1	Privacy Act Notification.	1984-04		
52.224-2	Privacy Act.	1984-04		
52.224-3	Privacy Training.	2017-01		
52.224-3	Privacy Training. (Alternate I)	2017-01	Alternate I	2017-01
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.227-1	Authorization and Consent.	2020-06		
52.227-1	Authorization and Consent. (Alternate I)	2020-06	Alternate I	1984-04
52.227-1	Authorization and Consent. (Alternate II)	2020-06	Alternate II	1984-04
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2020-06		
52.227-9	Refund of Royalties.	1984-04		
52.227-10	Filing of Patent Applications-Classified Subject Matter.	2007-12		
52.227-14	Rights in Data-General.	2014-05		

52.227-14	Rights in Data-General. (Alternate I)	2014-05	Alternate I	2007-12
52.227-14	Rights in Data-General. (Alternate II)	2014-05	Alternate II	2007-12
52.227-14	Rights in Data-General. (Alternate III)	2014-05	Alternate III	2007-12
52.227-14	Rights in Data-General. (Alternate IV)	2014-05	Alternate IV	2007-12
52.227-14	Rights in Data-General. (Alternate V)	2014-05	Alternate V	2007-12
52.227-16	Additional Data Requirements.	1987-06		
52.227-17	Rights in Data-Special Works.	2007-12		
52.227-22	Major System-Minimum Rights.	1987-06		
52.228-5	Insurance-Work on a Government Installation.	1997-01		
52.228-7	Insurance-Liability to Third Persons.	1996-03		
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	2021-02	Deviation 2020- O0016	2020-04
52.229-3	Federal, State, and Local Taxes.	2013-02		
52.230-2	Cost Accounting Standards. (Deviation)	2026-02		
52.230-6	Administration of Cost Accounting Standards. (Deviation)	2026-02		

52.232-2	Payments under Fixed-Price Research and Development Contracts.	1984-04
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-17	Interest.	2014-05
52.232-20	Limitation of Cost. (Deviation)	2026-02
52.232-23	Assignment of Claims.	2014-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	2026-02
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	1984-04
52.240-91	Security Prohibitions and Exclusions. (Deviation)	2026-02
52.240-92	Security Requirements. (Deviation)	2026-02
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation)	2026-02
52.241-2	Order of Precedence-Utilities.	1995-02

52.241-4	Change in Class of Service.	1995-02		
52.241-5	Contractor's Facilities.	1995-02		
52.242-1	Notice of Intent to Disallow Costs.	1984-04		
52.242-13	Bankruptcy.	1995-07		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	2026-02		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate II)	2026-02	Alternate II	2026-02
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate III)	2026-02	Alternate III	2026-02
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate IV)	2026-02	Alternate IV	2026-02
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate V)	2026-02	Alternate V	2026-02
52.243-2	Changes-Cost-Reimbursement. (Deviation)	2026-02		
52.243-2	Changes-Cost-Reimbursement. (Deviation) (Alternate II)	2026-02	Alternate II	2026-02
52.243-2	Changes-Cost-Reimbursement. (Deviation) (Alternate V)	2026-02	Alternate V	2026-02
52.243-3	Changes-Time-and-Materials or Labor-Hours. (Deviation)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial	2026-02	Deviation 2025-	2025-03

	Services. (DEVIATION 2025-00003)		O0003	
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	2026-02		
52.245-1	Government Property.	2021-09		
52.245-9	Use and Charges.	2012-04		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04		
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	1984-04		
52.249-6	Termination (Cost-Reimbursement).	2004-05		
52.249-6	Termination (Cost-Reimbursement). (Alternate IV)	2004-05	Alternate IV	1996-09
52.249-9	Default (Fixed-Price Research and Development).	1984-04		
52.249-14	Excusable Delays.	1984-04		
52.253-1	Computer Generated Forms. (Deviation)	2026-02		

**DFARS Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
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252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7000	Disclosure of Information.	2016-10		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-00013 REVISION 1)	2024-05	Deviation 2024- 00013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.204-7022	Expediting Contract Closeout.	2021-05		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05		

252.215-7995	Program Should-Cost Review. (DEVIATION 2026-O0048)	2026-03	Deviation 2026- O0048	2026-03
252.215-7998	Pilot Program to Accelerate Contracting and Pricing Processes. (DEVIATION 2024- O0007)	2024-02	Deviation 2024- O0007	2024-02
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders.	2025-10		
252.219-7996	Small Business Subcontracting Plan (DoD Contracts). ALTERNATE I (DEVIATION 2026-O0037)	2026-02	Alternate I Deviation 2026- O0037	2026-02 2026-02
252.219-7996	Small Business Subcontracting Plan (DoD Contracts). ALTERNATE II (DEVIATION 2026-O0037)	2026-02	Alternate II Deviation 2026- O0037	2026-02 2026-02
252.219-7996	Small Business Subcontracting Plan (DoD Contracts). (DEVIATION 2026-O0037)	2026-02	Deviation 2026- O0037	2026-02
252.219-7997	Small Business Subcontracting Plan (Test Program). (DEVIATION 2026-O0037)	2026-02	Deviation 2026- O0037	2026-02
252.223-7002	Safety Precautions for Ammunition and Explosives.	2023-11		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09		
252.223-7008	Prohibition of Hexavalent	2023-01		

Chromium.

252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	2003-04		
252.225-7048	Export-Controlled Items.	2013-06		
252.225-7051	Prohibition on Acquisition of Certain Foreign Commercial Satellite Services.	2022-12		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01		
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	2024-08	Deviation 2024- O0014	2024-08
252.225-7975	Additional Access to Contractor and Subcontractor Records. (DEVIATION 2024-O0003)	2023-12	Deviation 2024- O0003	2023-12
252.225-7987	Requirements for Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2021-O0004)	2021-02	Deviation 2021- O0004	2021-02
252.225-7993	Prohibition on Providing Funds to the Enemy. (DEVIATION 2024-O0003)	2023-12	Deviation 2024- O0003	2023-12
252.225-7997	Contractor Demobilization	2013-08	Deviation	2013-08

	(DEVIATION 2013-O0017)		2013-00017	
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01		
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business)	2012-06		
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business) (Alternate II)	2012-06	Alternate II	2007-12
252.227-7039	Patents--Reporting of Subject Inventions.	1990-04		
252.227-7990	Technical Data--Commercial Products and Commercial Services. ALTERNATE I (DEVIATION 2026-O0036)	2026-02	Alternate I Deviation 2026-O0036	2026-02 2026-02
252.227-7990	Technical Data--Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7994	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7995	Deferred Ordering of Technical	2026-02	Deviation	2026-02

	Data or Computer Software. (DEVIATION 2026-O0036)		2026- O0036	
252.227-7996	Technical Data--Withholding of Payment. (DEVIATION 2026- O0036)	2026-02	Deviation 2026- O0036	2026-02
252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026- O0036)	2026-02	Deviation 2026- O0036	2026-02
252.227-7998	Additional Preaward Requirements for Small Business Technology Transfer Program. (DEVIATION 2026-O0036)	2026-02	Deviation 2026- O0036	2026-02
252.227-7999	Additional Postaward Requirements for Small Business Technology Transfer Program. (DEVIATION 2026-O0036)	2026-02	Deviation 2026- O0036	2026-02
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.	2019-11		
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	2014-10	Deviation 2020- O0010	2020-03
252.232-7010	Levies on Contract Payments.	2006-12		
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	2013-05		
252.235-7002	Animal Welfare.	2014-12		
252.235-7011	Final Scientific or Technical Report.	2019-12		

252.239-7000	Protection Against Compromising Emanations.	2019-10		
252.239-7002	Access.	1991-12		
252.239-7004	Orders for Facilities and Services.	2019-09		
252.239-7007	Cancellation or Termination of Orders.	2019-09		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026- O0025	2026-02
252.241-7001	Government Access.	1991-12		
252.242-7997	Material Management and Accounting System. (DEVIATION 2026-O0050)	2026-03	Deviation 2026- O0050	2026-03
252.242-7998	Contractor Business Systems. (DEVIATION 2026-O0050)	2026-03	Deviation 2026- O0050	2026-03
252.242-7999	Accounting System Administration. (DEVIATION 2026-O0050)	2026-03	Deviation 2026- O0050	2026-03
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.243-7002	Requests for Equitable Adjustment.	2022-12		
252.244-7998	Contractor Purchasing System Administration. (DEVIATION 2026-O0015)	2026-02	Deviation 2026- O0015	2026-02
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-	2026-02	Deviation 2026- O0015	2026-01

O0015)

252.245-7003	Contractor Property Management System Administration	2025-01		
252.245-7005	Management and Reporting of Government Property.	2024-01		
252.246-7003	Notification of Potential Safety Issues.	2023-01		
252.246-7998	Warranty of Data. ALTERNATE I (DEVIATION 2026-O0035)	2026-02	Alternate I Deviation 2026-O0035	2026-02 2026-02
252.246-7998	Warranty of Data. ALTERNATE II (DEVIATION 2026-O0035)	2026-02	Alternate II Deviation 2026-O0035	2026-02 2026-02
252.246-7998	Warranty of Data. (DEVIATION 2026-O0035)	2026-02	Deviation 2026-O0035	2026-02
252.247-7023	Transportation of Supplies by Sea.	2024-10		

**FAR Clauses Incorporated by Full Text**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
52.212-5	Contract Terms and Conditions Required to Implement Statutes	2025-03	Deviation 2025-	2025-03

or Executive Orders -  
Commercial Products and  
Commercial Services.  
(DEVIATION 2025-O0003 and  
2025-O0004)

O0004

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-  
Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and  
2025-O0004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting

Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

(6) [Reserved].

(7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

(11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(ii) Alternate I (Dec 2023) of 52.204-30.

(12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters

(Oct 2018) (41 U.S.C. 2313).

(14) [Reserved].

(15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

(16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S. C. 657a).

(17) [Reserved]

(18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

(ii) Alternate I (Mar 2020) of 52.219-6.

(19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

(ii) Alternate I (Mar 2020) of 52.219-7.

(20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

(21)

(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Jun 2020) of 52.219-9.

(v) Alternate IV (Jan 2025) of 52.219-9.

(22)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (Mar 2020) of 52.219-13.

(23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

(24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F) (i)).

(25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

(26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632 (a)(2)).

(ii) Alternate I (Mar 2020) of 52.219-28.

(27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

(28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

[ ] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S. C. 644(r)).

[ ] (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

[ ] (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

[ ] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

[ ] (33) [Reserved]

[ ] (34) [Reserved]

[ ] (35)

(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

[ ] (ii) Alternate I (Jul 2014) of 52.222-35.

[ ] (36)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(ii) Alternate I (Jul 2014) of 52.222-36.

(37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(39)

(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

(44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

(45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

(46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671I).

(47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

(ii) Alternate I (Jan 2017) of 52.224-3.

[ ] (48)

(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

[ ] (ii) Alternate I (Oct 2022) of 52.225-1.

[ ] (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[ ] (ii) Alternate I [Reserved].

[ ] (iii) Alternate II (Jan 2025) of 52.225-3.

[ ] (iv) Alternate III (Feb 2024) of 52.225-3.

[ ] (v) Alternate IV (Oct 2022) of 52.225-3.

[ ] (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[ ] (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

[ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[ ] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[ ] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

[ ] (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

[ ] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[ ] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[ ] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

[ ] (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[ ] (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

[ ] (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[ ] (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

[ ] (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d) (13)).

[ ] (65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

[ ] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

[ ] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

[ ] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

[ ] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

[ ] (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause

or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products

and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Products and Commercial Services). (DEVIATION 2025-O0003 and 2025-O0004)	2026-02	Deviation 2025-O0004	2025-03
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Terms and Conditions-Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023)  
(Pub. L. 115-390, title II).

(vi) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(vii) [Reserved]

(viii) [Reserved]

(ix) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations,  
and statutes administered by the Office of Foreign Assets Control of the Department of the  
Treasury).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)  
(31 U.S.C. 3903 and 10 U.S.C. 3801).

(xi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(xii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77 and 108-  
78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.233-1, Disputes (May 2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Jan 2025).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

(ii) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(iii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).

(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(v) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vi) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(viii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies

to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(ix)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).

(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2024) (42 U.S.C. 11001-11050 and 13101-13109) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products as prescribed at FAR 23.109(d)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671I) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).

(xviii)

(A) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$50,000).

(B) Alternate I (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of domestic end product in paragraph (a) of 52.225-1: (A) The cost of its components mined, produced, or manufactured in the United States exceeds \_\_\_\_ percent of the cost of all its components. [ Contracting officer to insert the percentage per instructions at 13.302-5(d)(4). ])

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that

provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(xxiv) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of passengers; does not apply to contracts awarded by the Department of Defense or contracts for commercial products).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Jan 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ [Insert one or more Internet addresses]

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this

contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.216-7            Allowable Cost and Payment.            2026-02  
                          (Deviation 2026-O0038)

Allowable Cost and Payment (Feb 2026) (Deviation 2026-O0038)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this

contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the \_\_\_\_\_ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the

period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in

each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the

agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to

third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-18

Ordering.

2020-08

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from \_\_\_\_ through \_\_\_\_ [insert dates].

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

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

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

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

(3) If sent electronically, the Government either-

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



Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22            Indefinite Quantity. (Deviation)            2026-02

Indefinite Quantity (Feb 2026) (Deviation)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after \_\_\_\_ [insert date].



## Limitations on Subcontracting (Feb 2026) (Deviation)

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

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

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

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

(c) Applicability. This clause applies only to-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(End of clause)

52.219-28      Postaward Small Business      2026-02      Alternate I      2026-02  
Program Rerepresentation.  
(Deviation) (Alternate I)

*Alternate I* (Feb 2026) (Deviation). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

<b>NAICS Code</b>	<b>Small business concern (yes/no)</b>
<u>541611</u>	<u>TBD</u>

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[Contracting Officer to insert NAICS codes.]

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation)	2026-02
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Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation)

(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)



permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations.

(End of clause)

52.222-49	Service Contract Labor	2026-02
	Standards-Place of Performance	
	Unknown. (Deviation)	

Service Contract Labor Standards-Place of Performance Unknown (Feb 2026) (Deviation)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: \_\_\_\_ [insert places or areas]. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by \_\_\_\_ [insert time and date].

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination must be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.227-21      Technical Data Declaration,      2014-05  
Revision, and Withholding of  
Payment-Major Systems.

Technical Data Declaration, Revision, and Withholding of Payment-Major Systems (May 2014)

(a) *Scope of declaration.* The Contractor shall provide, in accordance with 41 U.S.C. 2302(e)(7), the following declaration with respect to all technical data that relate to a major system and that are delivered or required to be delivered under this contract or that are delivered within 3 years after acceptance of all items (other than technical data) delivered under this contract unless a different period is set forth in the contract. The Contracting Officer may release the Contractor from all or part of the requirements of this clause for specifically identified technical data items at any time during the period covered by this clause.

(b) Technical data declaration.

(1) All technical data that are subject to this clause shall be accompanied by the following declaration upon delivery:

Technical Data Declaration (Jan 1997)

The Contractor, TBD, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Government contract No. TBD (and subcontract TBD, if appropriate) are complete, accurate, and comply with the requirements of the contract concerning such technical data.

(End of declaration)

(2) The Government may, at any time during the period covered by this clause, direct correction of any deficiencies that are not in compliance with contract requirements. The corrections shall be made at the expense of the Contractor. Unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but will be treated in accordance with paragraph (e) of the Rights in Data-General clause included in this contract.

(c) *Technical data revision.* The Contractor also shall, at the request of the Contracting Officer, revise technical data that are subject to this clause to reflect engineering design changes made during the performance of this contract and affecting the form, fit, and function of any item

(other than technical data) delivered under this contract. The Contractor may submit a request for an equitable adjustment to the terms and conditions of this contract for any revisions to technical data made pursuant to this paragraph.

(d) Withholding of payment.

(1) At any time before final payment under this contract the Contracting Officer may withhold payment as a reserve up to an amount not exceeding \$100,000 or 5 percent of the amount of this contract, whichever is less, if the Contractor fails to-

(i) Make timely delivery of the technical data;

(ii) Provide the declaration required by paragraph (b)(1) of this clause;

(iii) Make the corrections required by paragraph (b)(2) of this clause; or

(iv) Make revisions requested under paragraph (c) of this clause.

(2) The Contracting Officer may withhold the reserve until the Contractor has complied with the direction or requests of the Contracting Officer or determines that the deficiencies relating to delivered data, arose out of causes beyond the control of the Contractor and without the fault or negligence of the Contractor.

(3) The withholding of any reserve under this clause, or the subsequent payment of the reserve, shall not be construed as a waiver of any Government rights.

(End of clause)

52.232-7	Payments under Time-and- Materials and Labor-Hour Contracts.	2021-11
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Payments under Time-and-Materials and Labor-Hour Contracts (Nov 2021)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial product

or commercial service in Federal Acquisition Regulation (FAR) 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

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

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

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with FAR subpart 31.2 in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

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

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

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the

Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the

Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the \_\_\_\_ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of clause)

52.241-3            Scope and Duration of Contract.            1995-02

Scope and Duration of Contract (Feb 1995)

(a) For the period \_\_\_\_, [insert period of service] the Contractor agrees to furnish and the Government agrees to purchase \_\_\_\_ [insert type of service] utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the

expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

52.241-6            Service Provisions.            1995-02

Service Provisions (Feb 1995)

(a) Measurement of service.

(1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than \_\_\_\_ percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings

based on meter readings of less than \_\_\_\_ days shall be prorated accordingly.

(b) Meter test.

(1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding \_\_\_\_ year(s). The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than \_\_\_\_ percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of \_\_\_\_ percent under normal operating conditions.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than \_\_\_\_ hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

Conditions of Service for  
Unregulated Services.

Change in Rates or Terms and Conditions of Service for Unregulated Services (Feb 1995)

(a) This clause applies to the extent that services furnished hereunder are not subject to regulation by a regulatory body.

(b) After \_\_\_\_ [insert date], either party may request a change in rates or terms and conditions of service, unless otherwise provided in this contract. Both parties agree to enter in negotiations concerning such changes upon receipt of a written request detailing the proposed changes and specifying the reasons for the proposed changes.

(c) The effective date of any change shall be as agreed to by the parties. The Contractor agrees that throughout the life of this contract the rates so negotiated will not be in excess of published and unpublished rates charged to any other customer of the same class under similar terms and conditions of use and service.

(d) The failure of the parties to agree upon any change after a reasonable period of time shall be a dispute under the Disputes clause of this contract.

(e) Any changes to rates, terms, or conditions as a result of such negotiations shall be made a part of this contract by the issuance of a contract modification.

(End of clause)

52.243-7	Notification of Changes. (Deviation)	2026-02
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Notification of Changes (Feb 2026) (Deviation)

(a) Definitions.

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has designated by written notice (a copy shall be provided to the Contractor) that shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within \_\_\_\_ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within \_\_\_\_ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) of paragraph (d) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2

Subcontracts.

2020-06

Subcontracts (Jun 2020)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

\_\_\_\_\_

(End of clause)

## DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

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

(a) Definitions. As used in this clause-

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

"Current" means-

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

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

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

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

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity

Assessment Center (DIBCAC)) assessments, with-

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

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

(2) With regard to Final CMMC Status-

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

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

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

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

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

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

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

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

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

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

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

statuses are as follows:

- (1) Final Level 1 (Self).
- (2) Conditional Level 2 (Self).
- (3) Final Level 2 (Self).
- (4) Conditional Level 2 (C3PAO).
- (5) Final Level 2 (C3PAO).
- (6) Conditional Level 3 (DIBCAC).
- (7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alphanumeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

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

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

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

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

(d) Requirements. The Contractor shall-

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

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

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

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

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

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

(e) Reporting. The Contractor shall-

(1) Submit to the Contracting Officer-

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

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task

order, or delivery order, if applicable;

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

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

(f) Subcontracts. The Contractor shall-

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

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

(End of clause)

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

#### 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](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

TBD

TBD

TBD

TBD

TBD

TBD

(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

TBD

TBD

TBD

TBD

TBD

TBD

*(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 reparable and DoD serially managed nonreparables as specified in Attachment Number \_\_\_\_\_.

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

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

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

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

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

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

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

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

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

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

(5) *Unique item identifier.*

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).
- (9) Current part number effective date (optional and only if current part number is used).\*\*

\*\*

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

(11) Description.

\*\* Once per item.

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

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

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

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

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

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

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

(End of clause)

252.217-7027 Contract Definitization.

2023-05

## CONTRACT DEFINITIZATION (MAY 2023)

(a) A \_\_\_\_ [insert specific type of contract action] is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include-

(1) All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of

the undefinitized contract action;

(2) All clauses required by law on the date of execution of the definitive contract action; and

(3) Any other mutually agreeable clauses, terms, and conditions.

(b) The Contractor agrees to submit a \_\_\_\_\_ [insert type of proposal; e.g., fixed-price or cost-and-fee] proposal and certified cost or pricing data supporting its proposal. Notwithstanding FAR 52.216-26, Payments of Allowable Costs Before Definitization, failure to meet the qualifying proposal date in the contract definitization schedule could result in the Contracting Officer withholding an amount up to 5 percent of all subsequent requests for financing until the Contracting Officer determines that a proposal is qualifying.

(c) The schedule for definitizing this contract action is as follows [insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (c) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR subpart 15.4 and part 31, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (e);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (d)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(e) The definitive contract resulting from this undefinitized contract action will include a negotiated \_\_\_\_\_ [insert "cost/price ceiling" or "firm-fixed price"] in no event to exceed \_\_\_\_\_ [insert the not-to-exceed amount].

(End of clause)

252.225-7963	Antiterrorism/Force Protection for Defense Contractors Outside the United States. (DEVIATION 2026-O0041)	2026-02	Deviation 2026-O0041	2026-02
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#### ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (DEVIATION 2026-O0041) (FEB 2026)

(a) Definition. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection

awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in PGI 225.772-1). \_\_\_\_

(End of clause)

252.227-7989	Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	2026-02	Deviation 2026- O0036	2026-02
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**RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE  
DOCUMENTATION-- OTHER THAN COMMERCIAL PRODUCTS OR COMMERCIAL  
SERVICES (DEVIATION 2026-O0036) (FEB 2026)**

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

"Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(1) Has been sold, leased, or licensed to the public;

(2) Has been offered for sale, lease, or license to the public;

(3) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(4) Satisfies a criterion expressed in paragraph (1), (2), or (3) of this definition and would require only minor modification to meet the requirements of this contract.

"Computer database" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

"Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

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

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort, rather than to directly furnish an end item or service to accomplish a program or effort, provided that the contractor--

(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(2) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

"Developed" means--

(1) (Applicable to technical data other than computer software documentation.) An item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(2) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(3) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(4) Computer software documentation the contractor must deliver under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

"Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a Government contract, or any combination thereof.

(1) Private expense determinations should be made at the lowest practicable level.

(2) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at Government, private, or mixed expense.

"Developed exclusively with Government funds" means development was not accomplished exclusively or partially at private expense.

"Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Generated" means, with regard to technical data or computer software, first created in the performance of this contract.

"Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation for commercial purposes or authorize others to do so.

"Government purpose rights" means the rights to--

(1) Use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation within the Government without restriction; and

(2) Release or disclose technical data, computer software, or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data or software for United States Government purposes.

"Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(1) The reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

(A) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(B) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(2) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(3) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

"Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

"Other than commercial computer software" means software that does not qualify as commercial computer software under the definition of "commercial computer software" of this clause.

"Restricted rights" apply only to other than commercial computer software and mean the Government's rights to--

(1) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(2) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(3) Make a reasonable number of copies of the computer software required for the purposes of safekeeping (archive), backup, modification, or other activities authorized in paragraphs (1), (2), (4) and (5) of this definition;

(4) Modify computer software provided that the Government may--

(i) Use the modified software only as provided in paragraphs (1) and (3) of this definition;  
and

(ii) Not release or disclose the modified software except as provided in paragraphs (2) and (5) of this clause;

(5) Use, modify, reproduce, perform, display, or release or disclose the computer software, and permit contractors, subcontractors, or covered Government support contractors to do so, for purposes set forth in subparagraph (i) of this paragraph, subject to the conditions set forth in subparagraphs (ii) of this paragraph:

(i)(A) In performance of service contracts (see FAR 37.101), to diagnose and correct deficiencies, to modify the software to enable a computer program to be combined with, adapted to, or merged with other computer programs, or when necessary to respond to urgent tactical situations, provided that the Government notifies the party which has granted restricted rights that any such release or disclosure to particular contractors or subcontractors was made;

(B) To perform emergency repairs or overhaul of items or components procured under this or a related contract, when necessary to perform such repairs or overhaul; or

(C) For the management and oversight of a program or effort by a person authorized to receive restricted rights computer software, including in the performance of covered Government support contracts.

(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(C) Any use, modification, reproduction, performance, display, release, or disclosure of the computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.

"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.

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

"Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data, computer software, or computer software documentation in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Applicability.* (1) Except as provided in paragraph (b)(2) of this clause--

(i) This clause governs all technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense;

(ii) This clause governs all other than commercial computer software or other than commercial computer software documentation; and

(iii) The clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense.

(2) The clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are SBIR/STTR data.

(c) *Rights in technical data and computer software.* The Contractor grants or shall obtain for the Government the following royalty free, worldwide, nonexclusive, irrevocable license rights:

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data, computer software, or computer software documentation that are--

(i) Data related to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Technical data created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Technical data necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Government-furnished corrections or changes to--

(A) Technical data furnished to the Contractor by the Government; or

(B) Computer software or computer software documentation;

(vii) Data, computer software, or computer software documentation that is publicly available or previously released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data, computer software, or computer software documentation in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations;

(ix) Data furnished to the Government, under this or any other Government contract or subcontract, with--

(A) Government purpose license rights or limited rights and the restrictive condition (s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired; or

(x) Computer software developed exclusively with Government funds;

(xi) Computer software documentation the contractor must deliver under this contract;

or

(xvii) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights.* (i) The Government shall have government purpose rights for a 5-year period, or such other period as may be negotiated, in technical data or computer software--

(A) Related to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data or software as provided in paragraphs (c)(1)(ii), (c)(1)(iv) through (c)(1)(ix), and (c)(1)(xii) through (c)(1)(x)(v)(i) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The 5-year period, or such other period as may have been negotiated, shall begin upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes, development of the computer software, or creation of the data described in paragraph (c)(2)(i)(B) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the technical data or computer software.

(iii) The Government will not release or disclose technical data or computer software in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient completes the nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the data or software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data or computer software in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (g)(3) of this clause.

(3) *Limited rights.* (i) Except as provided in paragraphs (c)(1)(ii) and (c)(1)(iv) through (c)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Related to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (g) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government will require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all technical data for which the Government has been granted additional rights and specifies those additional rights.

(iv) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose limited rights data to covered Government support contractors;

(B) The Government will notify the contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the limited rights legend may--

(1) Require each covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding use of the data; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(4) *Restricted rights.* (i) The Government shall have restricted rights in other than commercial computer software the contractor must deliver, or that is otherwise provided, to the Government under this contract that was developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in other than commercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all other than commercial computer software for which the Government has been granted additional rights and specifies those additional rights.

(iii) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose restricted rights computer software to covered Government support contractors;

(B) The Government will notify the Contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the restricted rights legend may--

(1) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the software; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(5) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (c)(1) through (c)(4) of this clause, including the period during which the Government shall have government purpose rights in technical data or computer software, may be modified by mutual agreement but shall not provide the Government lesser rights than provided in the definition of "limited rights" or restricted rights" of this clause. Any negotiated rights shall be identified in a license agreement made part of this contract.

(6) *Prior government rights.* Technical data or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless--

(i) The parties have agreed otherwise; or

(ii) The restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data or software have expired or no longer apply.

(7) *Release from liability.* The Contractor agrees to release the Government from liability for any authorized release or disclosure of technical data or computer software made in accordance with this clause or any negotiated license agreement. This release from liability for the Government also applies to releases or disclosures made by a third party who received the data or software from an authorized recipient. For any unauthorized use or disclosure by such third parties of technical data or computer software marked with restrictive legends, the Contractor agrees to seek relief solely from that party.

(d) *Contractor rights in technical data and computer software.* The Contractor retains all rights not granted to the Government.

(e) *Third party copyrighted data and software.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data or software in the technical data or computer software the contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the appropriate scope set forth in paragraph (c) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(f) *Identification and delivery of data to be delivered with restrictions on use, release, or disclosure.* (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (f)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data or software with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, the Contractor may identify other assertions after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. The Contractor shall submit such identification and assertions to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data or software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

<b>Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software</b>			
The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted--			
Technical Data or			
Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions <sup>1</sup>	Assertion <sup>2</sup>	Category <sup>3</sup>	Restrictions <sup>4</sup>
(LIST)	(LIST)	(LIST)	(LIST)
<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<sup>1</sup> If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.			
<sup>2</sup> Generally, the development of an item, component, process, or computer software at private expense, either exclusively or partially, is the only basis for asserting restrictions on			

the Government's rights to use, release, or disclose computer software or technical data related to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

<sup>3</sup> Enter asserted rights category (e.g., rights in SBIR/STTR data generated under another contract, limited rights, restricted rights, or government purpose rights under this or a prior contract, or specifically negotiated licenses).

<sup>4</sup> Corporation, individual, or other person, as appropriate.

Date TBD

Printed Name and Title TBD

Signature TBD

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.

(g) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software the Contractor must deliver under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (g)(7) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (g)(3) of this clause; the limited rights legend at paragraph (g)(4) of this clause; the restricted rights legend at paragraph (g)(5) of this

clause; the special license rights legend at paragraph (g)(6) of this clause; and a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data or computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. For software that will or might be used in combat or situations that simulate combat conditions, the contractor shall not insert instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data or computer software or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Omitted markings.* (i) Technical data or computer software delivered or otherwise provided under this contract without restrictive markings will be presumed to have been delivered with unlimited rights. To the extent practicable, if the Contractor has requested permission (see paragraph (g)(2)(ii) of this clause) to correct an inadvertent omission of markings, the Contracting Officer will not release or disclose the technical data or computer software pending evaluation of the request.

(ii) The Contractor may request permission to have conforming and justified restrictive markings placed on unmarked technical data or computer software at its expense. The request must be received by the Contracting Officer within 6 months following the furnishing or delivery of such technical data or computer software, or any extension of that time approved by the Contracting Officer. The Contractor shall--

(A) Identify the technical data or computer software that should have been marked;

(B) Demonstrate that the omission of the marking was inadvertent, the proposed marking is justified and conforms with the requirements for the marking of technical data or computer software contained in this clause; and

(C) Acknowledge, in writing, that the Government has no liability with respect to any disclosure, reproduction, or use of the technical data or computer software made prior to the addition of the marking or resulting from the omission of the marking.

(3) *Government purpose rights markings.* Technical data or computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

**GOVERNMENT PURPOSE RIGHTS**

Contract Number <u>TBD</u>
Contractor Name <u>TBD</u>
Contractor Address <u>TBD</u>
Expiration Date <u>TBD</u>

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data or computer software are restricted by the government purpose rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(4) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked as follows:

**LIMITED RIGHTS**

Contract Number <u>TBD</u>
Contractor Name <u>TBD</u>

Contractor Address <u>TBD</u>
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The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by the limited rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(5) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked as follows:

**RESTRICTED RIGHTS**

Contract Number <u>TBD</u>
Contractor Name <u>TBD</u>
Contractor Address <u>TBD</u>

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by the restricted rights license in the DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(6) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:

## SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data or software are restricted by Contract Number *[Insert contract number]* \_\_\_\_\_, *License Number [Insert license identifier]* \_\_\_\_\_. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(5) of this clause).

(7) *Preexisting data or software markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g) (1) of this clause.

(h) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(i) *Removal of unjustified and nonconforming markings--(1) Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Asserted Restrictions clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data or computer software markings.* A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. If the Contracting Officer notifies the

Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within 60 days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(j) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(k) *Limitation on charges for rights in technical data, computer software, or computer software documentation.* (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data, computer software, or computer software documentation the Contractor must deliver under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data or software are available to the public without restrictions.

(2) The limitation in paragraph (k)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, computer software, or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data, computer software, or computer software documentation will be delivered.

(l) *Applicability to subcontractors or suppliers.* (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, and the identification, assertion, and delivery processes of paragraph (f) of this clause are recognized and protected.

(2)(i) Except as provided in paragraph (l)(2)(ii) of this clause, the Contractor shall include this clause in any subcontract or contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This requirement applies to technical data or software related to other than commercial products or commercial services, or related to commercial products or commercial services developed in any part with Government funds. The Contractor shall also require its subcontractors and suppliers to include this clause, without alteration except to identify the parties, in any contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This clause will govern the technical data related to an other than commercial product or service or to any portion of a commercial

product or commercial service that was developed in any part at Government expense, and the clause at 252.227-7990 will govern the technical data related to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to expand or reduce the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data, computer software, or computer software documentation.

(ii) The Contractor shall use the clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, to govern technical data, computer software, or computer software documentation that is SBIR/STTR data.

(3) Technical data, computer software, or computer software documentation a subcontractor or supplier must deliver shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data or software directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use the award of a contract as economic leverage to obtain rights in technical data, computer software, or computer software documentation from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data, computer software, or computer software documentation as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.234-7999	Earned Value Management System. (DEVIATION 2026-00011)	2026-02	Deviation 2026-00011	2026-02
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#### EARNED VALUE MANAGEMENT SYSTEM (FEB 2026) (DEVIATION 2026-00011)

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

Acceptable earned value management system means an earned value management system that generally complies with the system criteria in paragraph (b) of this clause.

Earned value management system means a system that complies with the earned value management system guidelines in Electronic Industries Alliance Standard 748, Earned Value Management Systems (EIA-748).

Material weakness means a deficiency or combination of deficiencies in the internal control over information in contractor business systems, such that there is a reasonable possibility that a material misstatement of such information will not be prevented, or detected and corrected, on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is--

(1) Probable; or

(2) More than remote but less than likely (section 806 of Pub. L. 116-283).

(b) System criteria. In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of \$100 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than \$100 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$100 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--

- (1) Contract award;
- (2) The exercise of significant contract options; and
- (3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Material weaknesses. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any material weaknesses. The initial determination will describe the underlying deficiency in sufficient detail to allow the Contractor to understand the weakness or deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies material weaknesses in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining material weaknesses;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the EIA-748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more material weaknesses in high-risk guidelines in EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more material weaknesses in one or more of the remaining 16 guidelines in EIA-748 standards, the Contracting Officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of material weaknesses, the Contractor shall, within 45 days of receipt of the final determination, either correct the material weaknesses or submit an acceptable corrective action plan showing milestones and actions to eliminate the material weaknesses.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) Subcontracts. With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$100 million or more that are not primarily for software, the

following subcontractors shall comply with the requirements of this clause:

Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.

\_\_\_\_\_  
(2) For subcontracts valued at less than \$100 million or more that are not primarily for software, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.

\_\_\_\_\_  
(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. 1995-05

#### ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the \_\_\_\_\_(name of contracting agency (ies)) under Contract No. \_\_\_\_\_(Contracting agency(ies) contract number(s)).

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the \_\_\_\_\_(name of contracting agency(ies)).

(End of clause)

252.237-7998	Training for Contractor Personnel Interacting with Detainees. (DEVIATION 2026-O0023)	2026-02	Deviation 2026- O0023	2026-02
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### TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (DEVIATION 2026-O0023) (FEB 2026)

(a) Definitions. As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Detainee” means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

“Personnel interacting with detainees” means personnel who, in the course of their duties, are expected to interact with detainees.

(b) Training requirement. This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to—

(A) Receive the training specified in paragraph (b)(1) of this clause—

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

[Contracting Officer to insert applicable contact information cited in PGI 237.871-3(b).]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

## **Section J - List of Attachments**

### SECTION J - LIST OF ATTACHMENTS

Attachment 0001 - Cover Letter Form

Attachment 0002 - Scorecard (applicable to business size)

Attachment 0003 - Qualifying Project Form

Attachment 0004 - Past Performance Questionnaire (PPQ) Form

\*\*\* END OF NARRATIVE \*\*\*

## Section K - Representations, Certification, & Other Statements

### FAR Provisions Incorporated by Reference

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	2026-02		

### DFARS Provisions Incorporated by Reference

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.209-7011	Representation for Restriction on the Use of Certain Institutions of Higher Education.	2025-08		
252.219-7000	Advancing Small Business Growth.	2023-06		
252.225-7973	Prohibition on the Procurement	2024-08	Deviation	2024-08

of Foreign-Made Unmanned Aircraft Systems—  
Representation. (DEVIATION 2024-O0014)

2024-  
O0014

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government. 1995-06

**FAR Provisions Incorporated by Full Text**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
52.204-8	Annual Representations and Certifications. (DEVIATION 2025-O0003 and 2025-O0004)	2025-03	Deviation 2025-O0004	2025-03

Annual Representations and Certifications (MAR 2025)(DEVIATION 2025-O0003 and 2025-O0004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611[insert NAICS code].

(2) The small business size standard is 24.5M[insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

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

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

(i)  Paragraph (d) applies.

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

(c)

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
  - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
  - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
  - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
    - (A) Are not set aside for small business concerns;
    - (B) Exceed the simplified acquisition threshold; and
    - (C) Are for contracts that will be performed in the United States or its outlying areas.
  - (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
  - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
  - (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
  - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
  - (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

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

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

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

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

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

(xiv) [Reserved]

(xv) [Reserved]

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

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

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

(xix) [Reserved]

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision

have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

(End of provision)

52.209-7	Information Regarding Responsibility Matters. (Deviation)	2026-02
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Information Regarding Responsibility Matters (Feb 2026) (Deviation)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-13	Violation of Arms Control Treaties or Agreements- Certification. (Deviation)	2026-02
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Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

(1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

(2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.212-3	Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)	2025-03	Deviation 2025-O0004	2025-03
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Offeror Representations and Certifications-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) Definitions. As used in this provision-

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

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

Forced or indentured child labor means all work or service-

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

Sensitive technology-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
- (i) To restrict the free flow of unbiased information in Iran; or

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

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

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

(1)

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

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

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

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

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

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

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

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

Small business concern-

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

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

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

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

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

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

(2) The management and daily business operations of which are controlled (as defined at 13.

CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for

supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

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

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

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

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it  is,  is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

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

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

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

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

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

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

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

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

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

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission

of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1)

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

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

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

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

(2) Foreign End Products:

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

\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_\_

[List as necessary]

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

(g)

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

(i)

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

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

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

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

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

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. \_\_\_\_\_

[List as necessary]

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

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate

If to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Israeli End Products:

Line Item No.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

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

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a

Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

(i)

(ii)

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

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

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also

constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  22.1003-4(c)(1). The offeror  does  does not certify that-

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

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

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

(2)  22.1003-4(d)(1). The offeror  does  does not certify that-

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

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

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

(iv) The compensation (wage and fringe benefits) plan for all service employees performing

work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that-

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

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

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

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

suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that-

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_.

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

(s) [Reserved]

(t) [Reserved]

(u)

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

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

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

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

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

(2) The Offeror represents that-

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

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

(End of Provision)

52.227-15            Representation of Limited Rights            2007-12  
                         Data and Restricted Computer  
                         Software.

Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-

[ ] None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[ ] Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_

\_\_\_\_\_

---

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

52.230-1            Cost Accounting Standards            2026-02  
                         Notices and Certification.  
                         (Deviation)

Cost Accounting Standards Notices and Certification (Feb 2026) (Deviation)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board ( 48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be

submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1)  Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official  
Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2)  Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official  
Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3)  Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4)  Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this

proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes                       No

(End of provision)

52.230-7                      Proposal Disclosure-Cost                      2005-04  
Accounting Practice Changes.

#### Proposal Disclosure-Cost Accounting Practice Changes (Apr 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall-

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

### DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

### 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)

252.225-7964	Restriction on Acquisition of Fuel for Overseas Contingency Operations. (DEVIATION 2026-O0041)	2026-02	Deviation 2026-O0041	2026-02
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#### RESTRICTION ON ACQUISITION OF FUEL FOR OVERSEAS CONTINGENCY OPERATIONS (DEVIATION 2026-O0041)(FEB 2026)

(a) Prohibition. For an overseas contingency operation, DoD may not procure fuel in whole or in part, or derivatives of such fuel, that is sourced from nations or regions prohibited from selling petroleum to the United States. See Federal Acquisition Regulation subpart 40.2 and the Office of Foreign Assets Control website at <https://ofac.treasury.gov/sanctions-programs-and-country-information> for prohibited sources.

(b) Certification. Offerors shall complete the certification in paragraph (b)(1) of this provision and submit the certification with their offer.

(1) The Offeror does [ ] does not [ ] certify that the fuel, in whole or in part, or derivatives of such fuel, to be provided under any contract resulting from this solicitation is not sourced from a nation or region prohibited from selling petroleum to the United States.

(2) Only Offerors who certify that the fuel to be provided is not sourced from a prohibited nation or region will be eligible for award.

(c) Compliance.

(1) When requested by the Contracting Officer, the prospective Contractor shall submit records necessary to demonstrate compliance with applicable laws and regulations regarding export-controlled items and anticorruption statutes and regulations including—

(i) The Foreign Corrupt Practices Act (15 U.S.C. 78dd-1 et seq.);

(ii) International Traffic in Arms Regulations (ITAR) at 22 CFR 120 through 130 (also see Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7048, Export-Controlled Items);

(iii) Export Administration Regulations (EAR) at 15 CFR 730 through 774 (also see DFARS clause 252.225-7048); and

(iv) Relevant regulations promulgated by the Office of Foreign Assets Control of the Department of the Treasury. Sanction information for specific countries and programs is available at <https://ofac.treasury.gov/sanctions-programs-and-country-information>.

(2) The Offeror shall contact the Department of State regarding ITAR compliance and the Department of Commerce regarding EAR compliance.

(d) Reporting requirement. The Offeror shall, prior to contract award, promptly report to the Contracting Officer any instance of unsupported denial of access to a facility or equipment by a host-nation government that may prevent it from complying with the terms and conditions of the solicitation.

(End of provision)

252.239-7009      Representation of Use of Cloud      2015-09  
                                 Computing.

## REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)

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

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

(c) Representation. The Offeror represents that it-

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

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

(End of provision)

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

### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

Order of Precedence and Controlling RFP: This Amendment supersedes and replaces all prior amendments, historical drafts, and Government-provided Questions and Answers (Q&A). Should any conflict, discrepancy, or inconsistency arise between previous amendments, Q&A releases, and/or Industry communications and this current Amendment, the terms, conditions, and text of this Amendment (and the conformed RFP) shall take absolute precedence and control.

#### L.1 GENERAL INSTRUCTIONS & COMPLIANCE

1. Proposal submissions will be made through the Digital Market Portal. Instructions for setting up user accounts are in Appendix A.

Proposal submission shall be no later than (NLT) 1200 Eastern Time on 22 June 2026. If a complete proposal is not submitted by this closing time, the Offeror's proposal will not be considered for award. Due to the high volume of proposal submissions, Offerors are cautioned to take potential system limitations into account when submitting their proposal.

Utilizing the MAPS page within the Digital Marketplace Portal, interactive questions & answers will be available. All questions to the RFP shall be submitted through this portal NLT 17 April 2026, 1700 Eastern. Any question submitted by other means or after the suspense time will not be accepted. Please see Appendix A for additional instructions for the Portal.

2. The Offeror shall prepare proposal as follows:

Document	File Name*	Notes
Volume I - Cover Letter	xxxxCOVERDDMMYYYYY.pdf	Attachment 0001
Volume II - Scorecard	xxxxDOMAINSCORECARDMMYYYYY.pdf	Attachment 0002

<p><b>Volume III - Past Performance</b></p>	<p>xxxxDOMAINQP1DDMMYYYYY.pdf xxxxDOMAINQP2DDMMYYYYY.pdf xxxxDOMAINQP3DDMMYYYYY. pdf</p>	<p>Attachment 0003</p>
<p><b>Volume IV - Small Business Subcontracting Plan</b></p>	<p>xxxxSBSPLANDDMMYYYYY.doc or .pdf</p>	<p>Required only for Large Businesses</p>

\*Offerors shall replace "xxxx" with the Offeror's name.

\* Offers shall replace "DOMAIN" with the NAICS Code of the proposed Domain.

\* If Offeror is utilizing a QP (Attachment 0003) across multiple Domains they shall replace "DOMAIN" with "MULTIDOMAIN".

\*Offerors shall replace "DDMMYYYY" with date, month and year of submission. Example - "02APR2026"

\*\* Offerors shall propose utilizing the latest version of the solicitation amendments.

3. Each volume shall be properly identified and logically assembled. Any attachments and/or information that are submitted in the wrong volume will not be considered for award.

4. The entire proposal shall remain valid for a minimum of 360 calendar days from receipt by the Government. Proposals offering a shorter period will not be considered for award.

5. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Throughout the solicitation and its attachments, the Government has identified proposal material which shall be accompanied by supporting documentation. Please note, if the Government has not explicitly requested supporting documentation for a requirement, Offerors are neither expected nor required to submit additional records for those areas. All supporting documentation submitted in response to this solicitation must be designated as Unclassified, up to and including Controlled Unclassified Information (CUI). The submission of Classified material (Confidential, Secret, or Top Secret) is strictly prohibited. Any proposal containing Classified information will be eliminated from further evaluation and reported as a security incident.

6. All information the Offeror intends to have considered shall be submitted with the initial proposal. The Government proposal evaluation will be limited to the information provided by the Offeror, and nothing will be assumed. Offerors are responsible for including sufficient details to permit a complete, thorough, and accurate evaluation of the submitted proposal.

7. Offerors may propose to multiple Domains, but proposals shall identify the Domain(s) in their Volume I - Cover Letter.

8. Offerors proposing to multiple Domains must ensure it submits a complete and accurate proposal package.

The following volumes/documents may be utilized across Domains:

- o Volume I - Cover Letter (Attachment 0001),

- o Volume III - Past Performance

Qualifying Project Form (Attachment 0003)

Past Performance Questionnaire (PPQ) Form (Attachment 0004)

- o Volume IV - Small Business Subcontracting Plan (Large Businesses only)

The following volume/document shall be unique to each Domain proposed:

- o Volume II -Scorecard (Attachment 0002)

9. Offerors shall submit all proposals as full packages via the Digital Market Portal. Offerors may resubmit proposals until the due date and time, but only the final, complete submission will be reviewed. A full package will consist of the following:

- o One (1) completed Volume I - Cover Letter

- o One (1) completed Volume II -Scorecard

- o Up to fifteen (15) completed Volume III - Past Performance

- o One (1) completed Volume IV - Small Business Subcontracting Plan (Large Businesses only)

NOTE: Offerors must register on the Digital Market Portal before they are able to submit any proposals. Instructions for registration will be provided in Appendix A. Offerors shall have one (1) primary person registered in Digital Market to submit proposals; Offerors will be allowed to list one (1) alternate person in case of emergencies.

10. Reserved.

11. Reserved.

12. If within an Offeror's proposal, the supporting documentation is marked CUI, Offerors shall submit CUI supporting documentation exclusively through DoD Secure Access File Exchange (SAFE) website, <https://safe.apps.mil/>. Offerors shall not submit their proposal nor non-CUI supporting documentation through DoD SAFE. Within the Offeror's proposal, if the requested supporting documentation is marked CUI, the Offeror shall annotate within the appropriate Volume and Section that the supporting documentation is marked CUI, identify what the CUI documents are, state the total page count for the CUI document(s), and confirm that these CUI documents have been submitted via DoD SAFE. Only the designated CUI documentation will be evaluated from DoD SAFE submissions. Any non-CUI files uploaded will not be evaluated. If the Offeror submits any supporting documentation through DoD SAFE, Offerors shall name the documents as follows:

xxxxDOCUMENTNAMEDDDMMYYYYY.pdf

\*Offerors shall replace "xxxx" with the Offerors name.

\*Offerors shall replace "DOCUMENTNAME" with the Supporting Documentation that has been annotated on the proposal.

\*Offerors shall replace "DDMMYYYY" with date, month and year of submission. Example - "02APR2026"

To submit via DoD SAFE, Offerors that are considered an "Authenticated User" (Users with a DoD Common Access Card, also known as a CAC, can authenticate to DoD SAFE with their DoD certificate to get full access) shall do the following:

- o Login to DoD Safe
- o Select Drop Off
- o Enter Molly Beale ([molly.e.beale.civ@army.mil](mailto:molly.e.beale.civ@army.mil)), Kaitlyn Harward ([kaitlyn.e.harward.civ@army.mil](mailto:kaitlyn.e.harward.civ@army.mil)), and Jeannette Brush ([jeannette.m.brush.civ@army.mil](mailto:jeannette.m.brush.civ@army.mil)) as the Recipients
- o Upload CUI specific supporting documentation
- o Send Drop Off, ensure to click send email when drop off is complete to keep record that your submission has been completed

To submit via DoD SAFE Offerors that are considered a "Guest User" (Users without a DoD CAC) require a "Request Code" and shall do the following:

- o Submit a request for the DoD SAFE "Request Code" through the MAPS email ([usarmy.apg.acc.mbx.acc-apg-maps-contracting-office@army.mil](mailto:usarmy.apg.acc.mbx.acc-apg-maps-contracting-office@army.mil)), please use Subject Line "Request Code for MAPS Solicitation - Company Name

o Requests shall be submitted to the above email no later than 5:00 PM EST on June 15, 2026. Any requests received after June 15, 2026 5:00PM EST will not be answered and the CUI supporting documentation cannot be submitted.

o Request Codes shall only be used for Offerors who do not have a CAC card, any Offeror who submits a request that has a CAC will not be answered.

Offerors must submit to the Government their passphrase in order for the Government to open and download the files submitted via DoD SAFE. If the passphrase is not submitted, the Offeror's documents cannot be downloaded and therefore will not be evaluated.

13. Failure to comply with these instructions may result in the proposal being deemed noncompliant and removed from further consideration.

#### L.1.1 ONE CONTRACT PER OFFEROR

##### L.1.1.1 DEFINITIONS (Refer to section H.1)

##### L.1.1.2 COMPETITION

Only one (1) proposal shall be submitted per legal entity, including any parent, subsidiary, division or affiliate, for each Domain. (Refer to section H.6).

JV members, including mentors and proteges may propose together as the JV and individually as the prime offeror under each Domain.

In the event a Small Business graduates into a Large Business between the proposal submission due date and the award date, that Offeror will be awarded under the size status at the time of proposal submission in accordance with 13 CFR 121.404(b)(2).

##### L.1.1.3 RESERVED

#### L.1.2 PROTEST AFTER AWARD

In the event of a protest affecting any awarded domain, all domains not impacted by the protest will proceed to award and commence performance.

#### L.2 PROPOSAL CONTENTS

All information the Offeror intends to have considered shall be submitted with the initial proposal. The initial proposal shall contain the best offer. Offerors are responsible for including sufficient information to permit a complete, thorough, and accurate evaluation of the submitted proposal. Proprietary information shall be clearly marked.

To be eligible for award, the Offeror must adhere to the directions and submit the following information:

## L.2.1 VOLUME I - COVER LETTER (ATTACHMENT 0001 and Substantiating Documents)

All Offerors (Large Business, Small Businesses, and Commercial-Sector Vendors) shall submit Volume I - Cover Letter as one (1) consolidated PDF - to include all supporting documentation - consisting of the following:

### A. Cover Letter (Attachment 0001):

Prime Company Name (Offeror)

Point of Contact for Proposal

Commercial and Government Entity (CAGE) Code

Unique Entity Identifier (UEI)

Domain(s) proposing to and business size

Parent/Subsidiary/Division/Affiliate Information (if applicable)

Joint Venture/Mentor Protege Information (if applicable; see paragraph C below)

Organizational Conflict of Interest (OCI)

Firm-Fixed-Price (FFP) Submission (see note below)

CUI Supporting Documentation

Note: For the FFP Submission, Offerors must submit a total FFP to attend a Government hosted virtual Postaward Conference. For pricing purposes, no more than two (2) people will be in attendance from each awardee's company, and the conference will be for one (1) hour. The two (2) personnel from the awardee's company shall be the two (2) people who are authorized to submit proposal responses on behalf of the Offeror. All prices will be provided as FFP, therefore all proposed prices shall be inclusive of all direct costs (i.e., direct labor, material, and other direct costs), associated indirect costs, and profit.

### B. Supporting Documentation:

Signed SF33

Proof of an active SAM registration (in accordance with RFO 4.203-1(b)(1), Offerors are required to have an active Federal Government contracts registration in SAM when they submit an offer or quotation, and at the time of award)

RFO 52.204-7, System for Award Management, is included in this solicitation, and therefore submitting a proposal results in the Offeror confirming the following without the need for additional documentation (see exception below):

The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see RFO 4.1201).

Except: If the Offeror has any amendments to the certifications identified in SAM, the Offeror shall identify the change by RFO clause number, title, date on a separate document, and provide as part of Volume I Cover Letter. Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

#### C. Joint Ventures (if applicable):

The Offeror must submit a complete copy of the Joint Venture Agreement or Mentor-Protege Agreement establishing the relationship; the agreement must:

Meet the requirements of 13 CFR 125.8 and/or 13 CFR 125.9 (as applicable)

Identify the managing venturer, the joint venture members, and who will have signature authority on behalf of the joint venture

Note: Failure to submit a copy of the Joint Venture Agreement or Mentor-Protege Agreement with the proposal shall result in the proposal being rejected, not fully evaluated, and ineligible for award. If any information contained in the Attachment 0001 (Cover Letter Form) does not match the Joint Venture Agreement or Mentor Protege Agreement, the Government may utilize the information within the Agreement.

### L.2.2 VOLUME II - SCORECARD (ATTACHMENT 0002 and Substantiating Documents)

#### A. General Instructions Applicable to the Volume II - Scorecard (Attachment 0002)

The Scorecard contains Section 01 - Screening Questions and Section 02, which contains Government Approved Systems and Certifications, and Past Performance. Offerors shall only propose as one (1) entity per UEI (refer to Section H.6).

The Offeror must choose the correct corresponding Attachment 0002 "Scorecard" for their business size (Large Business, Small Business, or Commercial-Sector Vendor) for each Domain they are proposing to.

All Offerors (Large Business, Small Businesses, and Commercial-Sector Vendors) shall submit Volume II - Scorecard as one (1) consolidated PDF per Domain - to include all supporting documentation - consisting of the following:

## Offeror's Scorecard (Attachment 0002)

Parent, subsidiary, division or affiliate's Scorecard (as applicable; see Section L.2.3.2.1)

All corresponding supporting documentation for both the Offeror and applicable parent, subsidiary, division or affiliate

All documentation must include the Offeror's CAGE code or UEI for Government validation. If the CAGE or UEI was added to the certification post-issuance, the Offeror shall provide evidence of Government acceptance of the addendum. If the UEI or CAGE is not present on the System approval documentation or Certification documentation, the offeror shall submit the documentation and include additional information to demonstrate that the system or certification is appropriately attributed to the offeror as outlined above.

For both Section 01 - Screening Questions and Section 02, Offerors may utilize a parent or another affiliate company's systems and/or certifications (subject to the Facility Clearance exception as detailed below in B. Facility Clearance Exception) if they can demonstrate and provide documentation of the following:

- (1) The parent or another affiliate company holds the system and/or certification,
- (2) The parent-subsidiary and/or affiliate relationship, and
- (3) The system's and/or certification's applicability to the Offeror.

In addition to the above, the following additional documentation is required for the Offeror utilizing their parent, another affiliate company, or a JV managing or mentoring partner's Certifications, as applicable:

### (1) CMMC.

a. If an Offeror is utilizing their parent or another affiliate company's CMMC, the Offeror shall: (a) demonstrate that their entity was included in their parent or affiliate company's assessment scope and included in the CMMC Unique Identifier (UID) in accordance with 32 CFR 170.19; and (b) provide the CMMC UID as part of their supporting documentation.

b. Every member of the JV that processes, stores, or transmits data must hold their own CMMC certification. A JV can rely on a managing or mentoring partner's (mentor protege JVs) CMMC certification if the JV intends to use the managing partner's IT systems and enclaves to store or process all Federal Contract Information (FCI) or Controlled Unclassified Information (CUI).

### (2) ISO/IEC.

a. If an Offeror is utilizing their parent or another affiliate company's ISO/IEC certifications, the Offeror shall demonstrate that their entity was included in the scope of the parent or affiliate company's assessment.

b. If the Offeror is a JV, they may rely on the managing or mentoring partner's (mentor protege JVs) ISO/IEC 27001:2022, ISO 9001:2013 or ISO 9001:2015 Certification.

#### B. Facility Clearance Exception.

Parent/Subsidiary. For Facility Clearances in Section 01 - Scorecard and Section 02, the Offeror cannot rely on its parent company's clearance. When a parent-subsidiary relationship exists, in accordance with 32 CFR 117.9(j), the parent and the subsidiary are processed separately. Therefore, an offeror that is a separate legal entity must possess its own facility clearance and cannot rely on the clearance of its parent company to meet the requirements of this solicitation, subject to the exception at 32 CFR 117.9(j)(2).

Multiple Facility Organization (MFO). In accordance with 32 CFR 117.9(i), an offeror structured as a Multiple Facility Organization (MFO) may rely on the facility clearance of its home office. Branch offices or divisions that are part of the same legal entity as the home office are covered under the home office's facility clearance. If an offeror is an MFO, or if a collocated parent/subsidiary has a collocated top secret facility clearance, the offeror shall provide documentation demonstrating the relationship as permitted by 32 CFR 117.9.

Joint Venture. For Facility Clearances in Section 01 - Scorecard and Section 02, JV Offerors cannot rely exclusively on an individual member's Facility Clearance. The JV or the individual member(s) of the JV that will be performing the necessary security work shall hold the Facility Clearance as applicable.

#### L.2.2.1 SECTION 01 - SCREENING QUESTIONS

A. Offerors must complete Scorecard Section 01 - Screening Questions to ensure the Offeror meets the Government's requirements and the proposal can be fully evaluated. If the Offeror answers "No" to any of the Screening Questions, the proposal will not be evaluated further for award. All Screening Questions shall be valid at the time of proposal submission.

B. If an Offeror chooses to submit a QP from a different UEI or CAGE code that is associated with a parent, subsidiary, division, or affiliate (pursuant to Section L.2.3.2.1), then that parent, subsidiary, division, or affiliate will also be evaluated against the Section 01 - Screening Questions; however, this evaluation will be limited to the CMMC and CPARS questions ONLY. The set of Screening Questions submitted must be appropriate for the nature of the parent, subsidiary, division or affiliate. For example, a parent, subsidiary, division or affiliate that is a Small Business must complete the Small Business Screening Questions contained on the Small Business scorecard; a parent, subsidiary, division or affiliate that is a Large Business must complete the Large Business Screening Questions contained on the Large Business scorecard.

#### C. CPARS:

Offerors shall not include the CPARS Elements "Regulatory Compliance" and "Small Business Subcontracting" when completing the Screening Question's CPARS criteria.

The CPARS review requirement on the Scorecard will be pulled based on the company UEI and encompasses Interim or Final CPARS assessment that have been officially completed and closed (whether by the Reviewing Official or Assessing Official if no timely comments are received by the contractor).

The Section 01 - Screening Questions consist of the following:

1. Large Businesses:

Submission Requirements

- o Offerors shall adhere to all submission requirements per RFP Section L.1.

Active Secret Facility Clearance

- o Offerors shall submit documentation to demonstrate that they hold an active Secret Clearance. The Government will evaluate the documentation to ensure it is current and valid at the time of proposal submission. Verification requirements include a copy of the Offeror's official DD Form 441 and DD Form 441-1 (if applicable). If the Offerors Facility Clearance was issued by a Federal Executive Agent other than Defense Counterintelligence and Security Agency (DCSA), then the Offeror shall provide an equivalent document to the DD Form 441 from the Federal Executive Agent that granted the Facility Clearance.

Certifications

- o ISO 9001:2015 or ISO 9001:2013

Offerors shall submit documentation to demonstrate that they hold an active ISO 9001:2013 or active ISO 9001:2015 Certification. Verification requirements include a copy of the Offeror's official 9001:2013 or 9001:2015 Certification of Conformity/Conformance. The Offeror shall provide POC information that includes the name of the certification body and name, address, phone number, and email address of the representative who provided the ISO 9001:2013 or 9001:2015 Certification. The Government will evaluate the documentation to ensure it is current and valid at the time of proposal submission.

- o CMMC Final Level 2 (self) or higher

Offerors shall provide documentation to demonstrate their CMMC Final Level 2 (self) or higher CMMC Certification. \*Documentation shall include a screenshot of your Supplier Performance Risk System (SPRS) certificate.

CPARS Ratings

- o CPARS will be pulled for all five (5) NAICS codes under the acquisition over the last three (3) years for the last completed assessment (the date will be calculated by the final proposal submission due date identified in this RFP).

o If 5% or more of the element ratings are MARGINAL or below, the Offeror will be excluded from evaluations.

o If the Offeror has an evaluation area rating of "N/A" for a CPARS rating, the Government will exclude that element from the evaluation. This will not negatively impact an Offeror's score.

o If an Offeror has no CPARS ratings, the Offeror will not be evaluated for this screening question.

## 2. Small Businesses:

### Submission Requirements

o Offerors shall adhere to all submission requirements per RFP Section L.1.

### Small Business Certification

o Offerors shall submit documentation of their active Small Business Certification. This can be satisfied by providing a screenshot of the RFO/DFARS Representations and Certifications Report from the entity SAM registration. The Government will evaluate the documentation to ensure it is accurate and up to date.

### Active Secret Facility Clearance

o Offerors shall submit documentation that they hold an active Secret Clearance. The Government will evaluate the documentation to ensure it is accurate and up to date. Verification requirements include a copy of the Offeror's official DD Form 441 and DD Form 441-1 (if applicable). If the Offerors Facility Clearance was issued by a Federal Executive Agent other than DCSA, then the Offeror shall provide an equivalent document to the DD Form 441 from the Federal Executive Agent that granted the Facility Clearance.

### Certifications

o ISO 9001:2015 or ISO 9001:2013

Offerors shall submit documentation that they hold an active ISO 9001:2013 OR ISO 9001:2015 Certification. Verification requirements include a copy of the Offeror's official 9001:2013 or 9001:2015 Certification of Conformity/Conformance. The Offeror shall provide POC information that includes the name of the certification body and name, address, phone number, and email address of the representative who provided the ISO 9001:2013 or 9001:2015 Certification. The Government will evaluate the documentation to ensure it is accurate and up to date.

o CMMC Level 2 or higher

Offerors shall provide documentation of your CMMC Final Level 2 (self) or higher CMMC Certification. \*Documentation of CMMC Final Level 2 (Self) can include a screenshot of your Supplier Performance Risk System (SPRS) certificate.

## CPARS Ratings

- o CPARS will be pulled for all five (5) NAICS codes under the acquisition over the last three (3) years for the last completed assessment (the date will be calculated by the final proposal submission due date identified in this RFP.)
- o If five (5) or more of the element ratings are MARGINAL or below the Offeror will be excluded from evaluations.
- o If the Offeror has an evaluation area rating of "N/A" for a CPARS rating, the Government will exclude that element from the evaluation. This will not negatively impact an Offeror's score.
- o If an Offeror has no CPARS ratings, the Offeror will not be evaluated for this screening question.

## 3. Commercial-Sector Vendors:

### Submission Requirements

- o Offerors shall adhere to all submission requirements per RFP Section L.1.

Commercial-Sector Vendors definition - refer to Section H.1.

### Certifications

- o CMMC Level 2 or higher

Offerors shall provide documentation of your CMMC Final Level 2 (self) or higher CMMC Certification. \*\*Documentation shall include a screenshot of your Supplier Performance Risk System (SPRS) certificate.

### L.2.2.2 SECTION 02 - (OPTIONAL FOR ADDITIONAL POINTS)

Offerors that have passed Section 01 - Screening Questions may then complete Section 02. The Offeror may receive additional points for Section 02, which the Offeror will self-score and provide substantiating documents for in accordance with the below. The Government will verify all supporting documentation to validate the Offeror's self-score. The Government reserves the right to downward deviate any scores the Government cannot verify using the supporting documentation submitted.

Section 02 - Includes the following:

#### L.2.2.2.1 SYSTEMS AND CERTIFICATIONS

The following systems and certifications in this section are not mandatory or minimum requirements for an award. The Offeror may receive additional points for demonstrating they hold specific systems and certifications by submitting the required documentation in accordance with the scorecard. Offerors shall compile all documents as one (1) PDF with the scorecard.

## A. GOVERNMENT ACCEPTABLE SYSTEMS

The Offeror may receive additional points for demonstrating they have any of the following systems. To receive the additional points, the Offeror shall provide documentation to substantiate and demonstrate that the systems have been reviewed and determined acceptable by the Government or third party where stipulated in the solicitation.

The members to the JVs in the aggregate must demonstrate the required Government Determined Acceptable Business systems (as applicable), to include Government Determined Acceptable Property Management System and Government/Third Party CPA Determined Acceptable Accounting System.

### 1. Large Businesses:

#### GOVERNMENT DETERMINED ACCEPTABLE PROPERTY MANAGEMENT SYSTEM

The Offeror may receive additional points for demonstrating they have a Government Determined Acceptable Property Management System. The Offeror shall provide current verification from DCMA, or any CFA, of an audited and Government determined acceptable property management system, to include the following information:

The UEI and CAGE Code of the Business Entity that is being credited and the point of contact (POC) information to include the name, address, phone number, and email of the representative at DCMA, or the CFA, that determined approval; and,

A copy of the Offeror's official Property Management System Review report and/or official letterhead from DCMA or CFA verifying the acceptable determination of the property management system. The Offeror shall refer to the page number and paragraph of the audit or letter that determined the acceptability of the property management system.

#### GOVERNMENT/THIRD PARTY CPA DETERMINED ACCEPTABLE ACCOUNTING SYSTEM

The Offeror may receive additional points for demonstrating they have a Government or Third-Party CPA Determined Acceptable System.

The Offeror shall provide verification from DCMA, or any CFA, of a

Government determined acceptable accounting system to include:

The UEI and CAGE Code of the Business Entity that is being credited and POC information to include the name, address, phone number, and email of the representative at DCMA, or the CFA, that determined acceptability.

A copy of the Offeror's official accounting system audit report and/or official letterhead from DCMA, or the CFA, verifying the adequacy of the accounting system. The Offeror shall make reference to the page number and paragraph of the audit or letter that determined the adequacy of the accounting system.

If the Offeror does not have a Government determined acceptable accounting system, they shall provide documentation to show their accounting system has been reviewed by a CPA Firm, to include:

A copy of a signed letter on the CPA's letterhead stating that the Accounting System has been audited and found acceptable by Generally Accepted Accounting Principles (GAAP). The letter must include the name, address, phone number, and email of the CPA and a copy of the signer's CPA Registration such as the printout from <https://cpaverify.org/>.

Offeror's certification that there have been no material changes to the accounting system since the last audit of its accounting system.

## 2. Small Businesses:

### GOVERNMENT/THIRD PARTY CPA DETERMINED ACCEPTABLE ACCOUNTING SYSTEM

The Offeror may receive additional points for demonstrating they have a Government or Third-Party CPA Determined Acceptable System.

The Offeror shall provide verification from DCMA, or any CFA, of a

Government determined acceptable accounting system to include:

The UEI and CAGE Code of the Business Entity that is being credited and POC information to include the name, address, phone number, and email of the representative at DCMA, or the CFA, that determined acceptability.

A copy of the Offeror's official accounting system audit report and/or official letterhead from DCMA, or the CFA, verifying the adequacy of the accounting system. The Offeror shall make reference to the page number and paragraph of the audit or letter that determined the adequacy of the accounting system.

If the Offeror does not have a Government determined acceptable accounting system, they shall provide documentation to show their accounting system has been reviewed by a CPA Firm, to include:

A copy of a signed letter on the CPA's letterhead stating that the Accounting System has been audited and found acceptable by Generally Accepted Accounting Principles (GAAP). The letter must include the name, address, phone number, and email of the CPA and a copy of the signer's CPA Registration such as the printout from <https://cpaverify.org/>.

Offeror's certification that there have been no material changes to the accounting system since the last audit of its accounting system.

### 3. Commercial-Sector Vendors:

Not Applicable.

## B. CERTIFICATIONS

The Offeror may receive additional points for demonstrating they have any of the following certifications. The Offeror shall provide documentation to demonstrate that the certifications have been reviewed and approved or have been determined acceptable by the Government. Certifications that have not been reviewed and approved by the Government, or determined acceptable by the Government, will not be considered valid.

### 1. Large Businesses and Small Businesses:

#### TOP SECRET FACILITY CLEARANCE

The Offeror may receive additional points for demonstrating they have a current and active TOP Secret facility clearance. The Offeror shall provide verification of a current and active TOP SECRET facility clearance. Verification requirements include a copy of the Offeror's official DD Form 441 and DD Form 441-1 (if applicable). If the Offeror's Facility Clearance was issued by a Federal Executive Agent other than DCSA, then the Offeror shall provide an equivalent document to the DD Form 441 from the Federal Executive Agent that granted the Facility Clearance.

#### CYBERSECURITY MATURITY MODEL CERTIFICATION (CMMC) LEVEL 2 (C3PAO) OR HIGHER

The Offeror may receive additional points for demonstrating they either have a current CMMC Conditional Level 2 Certification Certified Third Party Assessment Organization (C3PAO), a current CMMC Final Level 2 (C3PAO), a current Conditional Level 3 Department of Defense Industrial Base Cybersecurity Assessment Center (DIBCAC), or a current Final Level 3 (DIBCAC). Verification requirements include a copy of the Offeror's official certification from an approved CMMC Third Party Assessment Organization (C3PAO). The Offeror shall provide POC information that includes the name of the certification body and name, address, phone number, and email address of the representative who provided the CMMC Certification.

If a CMMC Final Level 2 (C3PAO) or higher CMMC certification (current Conditional Level 3 Department of Defense Industrial Base Cybersecurity Assessment Center (DIBCAC), or a current Final Level 3 (DIBCAC)) has not been obtained, the Offeror shall provide documentation showing that a C3PAO CMMC Level 2 (C3PAO) review has been scheduled. Documentation shall include a screenshot or an email pdf of the time, date, and identify the C3PAO party performing the assessment.

#### ISO/IEC 27001:2022

The Offeror may receive additional points for demonstrating they either have a current ISO/IEC 27001:2022 Certification. Verification requirements include a copy of the Offeror's official certification from an approved ISO/IEC 27001:2022 certification body. The Offeror shall provide POC information that includes the name of the certification body and name, address, phone number, and email address of the representative who provided the ISO/IEC 27001:2022 Certification.

## 2. Commercial-Sector Vendors:

The Offeror may receive additional points for demonstrating they have any of the following certifications. Offerors shall provide documentation to demonstrate that the certifications have been reviewed and approved or have been determined acceptable by the Government. Certifications that have not been reviewed and approved by the Government will not be considered valid.

### FACILITY CLEARANCE

The Offeror may receive additional points for demonstrating they have either a current and active SECRET or TOP SECRET facility clearance. The Offeror shall provide verification of a current and active SECRET OR TOP SECRET facility clearance. Verification requirements include a copy of the Offeror's official DD Form 441 and DD Form 441-1 (if applicable). If the Offerors Facility Clearance was issued by a Federal Executive Agent other than DCSA, then the Offeror shall provide an equivalent document to the DD Form 441 from the Federal Executive Agent that granted the Facility Clearance.

### CYBERSECURITY MATURITY MODEL CERTIFICATION (CMMC) LEVEL 2 (C3PAO) OR HIGHER

The Offeror may receive additional points for demonstrating they have either a current CMMC Conditional Level 2 Certification Certified Third Party Assessment Organization (C3PAO), a current CMMC Final Level 2 (C3PAO), a current Conditional Level 3 Department of Defense Industrial Base Cybersecurity Assessment Center (DIBCAC), or a current Final Level 3 (DIBCAC). Verification requirements include a copy of the Offeror's official certification from an approved CMMC Third Party Assessment Organization (C3PAO). The Offeror shall provide POC information that includes the name of the certification body and name, address, phone number, and email address of the representative who provided the CMMC Certification.

If a CMMC Final Level 2 (C3PAO) or higher CMMC certification (current Conditional Level 3 Department of Defense Industrial Base Cybersecurity Assessment Center (DIBCAC), or a current Final Level 3 (DIBCAC)) has not been obtained, the Offeror shall provide documentation showing that a CMMC Level 2 (C3PAO) review has been scheduled. Documentation shall include a screenshot or an email pdf of the time, date, and identify the C3PAO party performing the assessment.

ISO 9001:2013 OR ISO 9001:2015

The Offeror may receive additional points for demonstrating they have a current ISO 9001:2015 or 9001:2013 Certification. Verification requirements include a copy of the Offeror's official certification from an approved ISO 9001:2015 or 9001:2013 certification body. The Offeror shall provide POC information that includes the name of the certification body and name, address, phone number, and email address of the representative who provided the ISO 9001:2015 or 9001:2013 Certification.

#### ISO/IEC 27001:2022

The Offeror may receive additional points for demonstrating they have a current ISO/IEC 27001:2022 Certification. Verification requirements include a copy of the Offeror's official certification from an approved ISO/IEC 27001:2022 certification body. The Offeror shall provide POC information that includes the name of the certification body and name, address, phone number, and email address of the representative who provided the ISO/IEC 27001:2022 Certification.

### L.2.3 VOLUME III - PAST PERFORMANCE

Large Businesses, Small Businesses and Commercial-Sector Vendors:

L.2.3.1 DEFINITIONS - The following definitions are solely for the purposes of this solicitation:

"Total Contract Value" in the context of this acquisition means the "Dollar Value" - not "Total Obligations" - inclusive of all options (to include those not yet exercised) performed or to be performed for the QP. If the client (Government or Private) chose to forgo exercising an option, the Total Contract Value shall only reflect those periods exercised.

"Level Of Effort (LOE) Qualifying Project (QP)" is defined as a Contract, Order, or Agreement that requires the contractor to provide a stated number of labor hours, using defined labor categories, or full-time equivalents over a defined period of time, with payment based primarily on the effort expended rather than the achievement of specific measurable outcomes. If a QP is one of the following contract types, it will be considered a "LOE QP": All Cost Reimbursement types (except for Cost Plus Fixed Fee (CPFF) Completion Form), Firm-Fixed-Price-LOE Term, Time and Materials (T&M), and Labor-Hour (LH).

"Outcome-Based QP" is defined as a Contract, Order, or Agreement that expresses the required results, definite goal or target, or performance outcomes/end-product to be achieved. Payment is based on achievement of defined measurable outcomes or results. If a QP is one of the following contract types, it will be considered a "Outcome-Based QP": All Fixed Price Types (except for Firm-Fixed-Price-LOE Term), CPFF Completion Form, Firm Fixed Price contract types (except level of effort).

Note: For any contract/order or agreement that is a hybrid of contract types as defined in the above, the QP shall be considered a LOE QP. If the Offeror is using a subcontract for a QP submission, the Offeror shall use the Prime Contract's contract-type.

#### L.2.3.2 QP SUBMISSION

L.2.3.2.1 - Offerors will complete Attachment 0003 (Qualifying Project Form) and Attachment 0004 (Past Performance Questionnaire) (as applicable) in order to complete the Past Performance self-score criteria contained in Section 2 of their Volume II (Scorecard).

Each QP submission shall be submitted as one (1) consolidated PDF - to include all supporting documentation - consisting of the following:

Attachment 0003 (Qualifying Project Forms) (required)

Attachment 0004 (Past Performance Questionnaire) (as applicable)

All corresponding supporting documentation

Offerors may submit a maximum of three (3) distinct QPs for each specific Domain they are proposing to for a total of up to unique 15 QPs (3 QPs across all 5 Domains); however, Offerors may use the same QP for more than one (1) Domain if applicable. Each QP shall identify what Domain(s) it is being submitted for and shall comply with the requirements below.

L.2.3.2.2 - Representative Signature.

Each QP Form (Attachment 0003) requires two (2) signed certifications from both the Offeror and the representative of the contracting party (either Government or Private); but see exception below.

Each PPQ Form (Attachment 0004, as applicable) requires a signature from the representative of the contracting party (either Government or Private).

Note: For Government Prime contracts, the representative of the contracting party shall be the contracting officer or their designated representative. The Private Representative/Official shall be either the client representative identified on the contract/agreement or a representative of the client; the Private Representative/Official shall not be within the Offeror's corporate umbrella (cannot have the same parent company) or a party that has a financial interest in the Offeror's success.

For QPs where the Offeror was not performing as the Prime, the representative of the contracting party may be either Government or Private as defined above.

If the QP does not include the signed certification of the Government and/or Private Representative, or the QP is signed by an inappropriate representative, the QP will be deemed incomplete and will not be evaluated by the Government.

L.2.3.2.3 - Representative Signature Exceptions.

These exceptions are strictly conditional and shall be deemed invalid if the Government determines the exception conditions were not met.

Refusal: If an Offeror provides evidence of the Government and/or Private Representative's refusal to execute the Attachment 0003 "Qualifying Project Form", the Offeror may submit alternative supporting documentation as identified below to substantiate the Offeror's self-scored ratings for Passthrough Rate, Vacancy Rate, Time To Fill Rate, Schedule, and/or Completeness within the QP Form. This exception is not available if the Government and/or Private Representative's refusal to sign stems from:

1. Administrative errors, omissions, or incorrect completion of the form by the Offeror; or
2. A material disagreement by the Government and/or Private Representative regarding the validity, accuracy, or merit of the Offeror's stated claims and self-assessed ratings.

If this exception is invoked for any QP due to the refusal conditions stated above, the Offeror must provide evidence with reasoning of Government and/or Private Representative's refusal. This can be in the form of a letter from the Representative or email correspondence between the parties. The Government reserves the right to contact the point of contact, or any other relevant Government and/or Private Representative, at its sole discretion to verify the submitted information.

Nonresponsive: If an Offeror provides evidence of the Government and/or Private Representative's nonresponse in executing the Attachment 0003 "Qualifying Project Form" after the Offeror made multiple good faith attempts, the Offeror may submit alternative supporting documentation as identified below to substantiate the Offeror's self-scored ratings for Passthrough Rate, Vacancy Rate, Time To Fill Rate, Schedule, and/or Completeness within the QP Form.

If this exception is invoked for any QP due to the Government and/or Private Representative's nonresponse, the Offeror shall provide documentation demonstrating its good faith attempts. A good faith attempt in the context of this exception means that after the initial contact, the Offeror made a second contact at least two (2) business days later. To qualify as a good faith attempt, the Offeror must provide time-stamped, written evidence (such as email chains or certified mail receipts) demonstrating these requests were made and that no response or acknowledgement was received from the Government and/or Private Representative.

#### L.2.3.2.4 -

Offerors shall provide a copy of the PWS, statement of work (SOW), or statement of objectives (SOO) that is being referenced, as well as a copy of the Contract, Order, and/or Agreement with the Offeror's QP Submission as part of their supporting documentation. The Contract, Order, and /or Agreement shall identify the period of performance or timeframe and total dollar value. If the QP also has applicable technical guidance letter(s), the Offeror may submit those in addition to the PWS, SOW, or SOO.

#### L.2.3.2.5 -

##### A. General Instructions for Past Performance

Offerors may use their own past performance.

Offerors may use past performance of their parent, subsidiary, division or affiliate as QPs but must additionally:

Complete Scorecard Section 01 - Screening Questions for CMMC and CPARS ONLY as identified above in Section L.2.2.1;

Certify that they have a meaningful and legally binding relationship with that identified entity; and,

Certify that the identified entity's resources shall be available for utilization by the Offeror and that the Offeror in good faith shall consider utilizing these resources at the task order level.

Joint Venture Offerors: May use past performance from the entity (JV) itself or any of its members. Joint Venture Offerors may use past performance of either the entity's (JV) or its members' parents, subsidiaries, divisions or affiliates as QPS if the additional documentation and criteria identified above is met.

Other JV Experience: Small Businesses proposing either as a Small Business prime Offeror or as a Small Business member of a JV may elect to use other JV past performance (whether or not the other JV partners were Small Business concerns) where the Small Business or Small Business JV member does not independently demonstrate past performance necessary for award in accordance with 13 CFR 125.11. A JV member cannot submit past performance work that was performed exclusively by other partners to the JV. For QPs submitted in accordance with 13 CFR 125.11, the Small Business or Small Business JV member must include the following information as part of the QP submission in lieu of submitting Screening Questions for the other JV:

Identify the other joint venture of which the small business concern is or was a member;

Identify the contract or contracts of the joint venture that the small business elects to use for its experience and past performance for the prime contract offer; and

Inform the contracting officer what duties and responsibilities the concern carried out or is carrying out as part of the joint venture.

If an Offeror submits a QP where it performed as a member of an unpopulated JV (where the JV itself is not the Offeror), the Government will evaluate only the Offeror's specific portion of performance for Passthrough Rate, Vacancy Rate, Time-to-Fill Rate, Schedule and/or Completeness.

If a Small Business Offeror chooses to submit a QP where it performed as a member of a populated JV (where the JV itself is not the Offeror), the Government will evaluate the JV in its entirety for Passthrough Rate, Vacancy Rate, Time-to-Fill Rate, Schedule and/or completeness.

B. To be considered a QP, each submitted project must be any of the following:

A single contract - including prime or commercial

A single Task Order awarded under an IDIQ contract, Blanket Purchase Agreement (BPA), or Basic Ordering Agreement, including single or multiple award

A Task Order under a Federal Supply Schedule contract (RFO 8.401)

A first-tier subcontract where the Prime Offeror performed as a first-tier subcontractor or if the Offeror is a JV, when performed from the entity (JV) itself or either of its members

Other Transactions Authority (OTA) Agreements

A grant or cooperative agreement, including a subaward under a grant or cooperative agreement

C. Offerors shall submit QP examples that are recent, relevant, and meet the minimum criteria outlined below:

Recency:

Level of Effort (LOE) Based QPs shall have at least one (1) year of completed performance that has occurred within the last three (3) years prior to 22 June 2026

Outcome Based QPs period of performance shall be completed; the period of performance end date shall be within the last three (3) years prior to 22 June 2026

Relevancy:

The NAICS code of the QP must be one of the overarching NAICS codes (541330, 541611, 541715, 541512, and 541519) or a NAICS Code identified below. The QP does not have to match the Domain NAICS code for the Domain the Offeror is proposing to. For example, an Offeror may submit a proposal to the Engineering, Logistics and Operational Domain (NAICS code: 541330) and utilize a QP that has a NAICS Code: 541715 (the RDT&E Domain).

QPs' NAICS Codes must align as follows for each Domain:

**ENGINEERING, LOGISTICS AND OPERATIONAL DOMAIN:** The QP must be one of the five (5) overarching NAICS Codes or 541614 or 541712.

**MANAGEMENT AND ADVISORY DOMAIN:** The QP must be one of the five (5) overarching NAICS Codes or 611430 or 541712.

**RDT&E DOMAIN:** The QP must be one of the five (5) overarching NAICS Codes or 541614 or 541712.

**EMERGING IT DOMAIN:** The QP must be one of the five (5) overarching NAICS Codes or 541511, 541712 or 518210.

**FOUNDATIONAL IT DOMAIN:** The QP must be one of the five (5) overarching NAICS Codes or 541513, 541712 or 611420.

For Offerors proposing QPs that do not have a NAICS code identified on their contract/agreement, the Offeror must assign one of the NAICS code identified above and provide a brief description on how the QP aligns with the selected NAICS code on Attachment 0003.

QPs must be relevant to the Technical Capabilities identified for each Domain they are proposing, as defined in Section C above:

Engineering, Logistics and Operational Services Domain (NAICS code: 541330) Technical Capabilities are:

1. Engineering Services
2. Logistics Services
3. Manufacturing Readiness
4. Medical Logistics
5. Technology Insertion
6. Integration
7. Interoperability

Management and Advisory Domain (NAICS code: 541611) Technical Capabilities are:

1. Acquisition and Strategic Planning
2. Financial Services
3. Training Services
4. Education Services
5. Program Management
6. Quality Assurance
7. Risk Management

RDT&E Domain (NAICS code: 541715) Technical Capabilities are:

1. Basic Research
2. Applied Research

3. Experimental/Developmental Research
4. Modeling and Simulation
5. Prototyping and Fabrication Support
6. Exploratory Research

Emerging IT Domain (NAICS code: 541512) Technical Capabilities are:

1. Big Data and Big Data Analytics Data Services
2. Quantum Computing
3. Business Process Reengineering (BPR)
4. Network/Systems Operation and Maintenance Enterprise
5. Integration and Consolidation Information Technology Services
6. Cybersecurity Services

Foundational IT Domain (NAICS code: 541519) Technical Capabilities are:

1. Help Desk Support
2. Independent Verification and Validation (IV&V)
3. IT Education and Training
4. IT Supply Chain Management
5. IT Management Services
6. IT Services

NAICS Alignment:

Offerors will identify if the QP's NAICS aligns directly with the Domain specific NAICS.

Performance Quality:

In accordance with Item 10 of Attachment 0003, Offerors shall identify if the QP has a CPARS assessment or not.

For QPs with CPARS:

If a Final or Interim CPARS assessment is pending, the Offeror shall use the previous Interim CPARS assessment.

If the QP is expected to be completed between May 1- June 22, 2026, the Offeror shall provide all associated CPARS.

For QPs without CPARS:

The Offeror shall complete and submit Attachment 0004 (Past Performance Questionnaire (PPQ)). Offerors are cautioned that the Government will not accept a PPQ if a CPARS assessment exists for the QP.

Dollar Value:

The QP must meet or exceed a minimum total contract value of \$2.5M.

Passthrough Rate

Offerors must disclose the QP's subcontract passthrough rate and provide supporting documentation.

The passthrough rate will be calculated by the Total Incurred Subcontractor Labor Dollars divided by the Total Incurred Labor Dollars for each QP, multiplied by 100. Labor Dollars shall be fully burdened.

$(\text{Total Incurred Subcontractor Labor Dollars} / \text{Total Incurred Labor Dollars}) * 100 = \text{Passthrough Rate}$

For QPs where the Offeror performed as the Prime contractor, the Total Incurred Labor Dollars reflects the total labor performed by the Prime contractor's team (Prime and subcontractor labor).

For QPs where the Offeror performed as a Subcontractor, the Total Incurred Labor Dollars reflects the total labor performed by the Offeror and any second-tier subcontracts they let under its subcontract.

For QPs where the Offeror is in an approved SBA Mentor-Protege JV, passthrough rate shall be calculated on subcontracted efforts to firms outside of the JV members only. The passthrough calculation shall not include the internal workshare between JV members.

For QPs that are still in progress, Offerors must calculate passthrough rates using total incurred labor dollars to date for the entire period of performance completed as of proposal submission. Passthrough must be based on actual incurred costs, not estimates or partial period snapshots.

Passthrough Rate Supporting Documentation

None if Attachment 0003 "Qualifying Project Form" includes appropriate Government or Private Representative signature in accordance with Section L.2.3.2.2

If the Representative Signature Exception in accordance with Section L.2.3.2.3 is applicable:

- o Required exception evidence identified in L.2.3.2.3

- o Supporting documentation to fully substantiate the proposed passthrough rate for the entire period of performance completed as of proposal submission. Offerors must provide comprehensive evidence and supporting documentation used to arrive at the self-scored value for this item, which must exemplify the total incurred subcontract labor dollars and the total incurred labor dollars for the entire period of performance. Examples of such information include, but are not limited to: accounting or procurement system printouts showing both the total incurred subcontract labor dollars and total incurred labor dollars for the QPs, contract labor deliverables, sub agreements, and/or expense reports/deliverables detailing supplemental information for this evaluation element. Offerors are encouraged to provide a matrix support document, cross-walking how the supporting documentation arrives to the self-scored points claimed.

### L.2.3.3 QP SUBMISSION VACANCY RATE, TIME TO FILL RATE, SCHEDULE AND COMPLETENESS

Offerors shall properly select if the QP is "LOE QP" or "Outcome-Based QP" as defined in paragraph L.2.3.1.

LOE QPs: If a proposed QP is identified as a LOE QP, the Offeror shall complete only the Vacancy Rate and Time to Fill Rate evaluation criteria in Section 02 of the Scorecard; Offerors shall not complete the Schedule and Completeness evaluation criteria for that specific QP.

#### Vacancy Rate

The vacancy rate will be calculated by the Number of Vacant Positions at the End of the Last Full Year of QP Performance divided by the Total Number of Proposed Positions, multiplied by 100.

$(\text{Number of Vacant Positions at the End of the Last Full Year of QP Performance} / \text{Total Number of Proposed Positions}) * 100 = \text{Vacancy Rate}$

If the QP had a reduction of labor due to an official descope of the requirements by the requirement's owner, and as a result, the number of positions was reduced, the Offeror may update the Total Number of Proposed Positions to reflect this reduction in labor.

#### Vacancy Rate Supporting Documentation

None if Attachment 0003 "Qualifying Project Form" includes appropriate Government or Private Representative signature in accordance with Section L.2.3.2.2

If the Representative Signature Exception in accordance with Section L.2.3.2.3 is applicable:

- o Required exception evidence identified in L.2.3.2.3

o Supporting documentation to fully substantiate the vacancy rate for the last full year of QP performance. Offerors must provide comprehensive evidence and supporting documentation used to arrive at the self-scored value for this item, which must exemplify the number of proposed positions, as well as the number of vacant positions at the end of the last full year of performance. Examples of such information include, but are not limited to: the final proposal accepted by Government, staffing level deliverables, attrition reports, invoices documenting labor hours incurred, and/or documentation demonstrating vacancy rates and staffing levels. Offerors are encouraged to provide a matrix support document, cross-walking how the supporting documentation arrives to the self-scored points claimed.

#### Time to Fill Rate

The Time to Fill shall be calculated by the Date of Offer Acceptance minus the Date Vacancy Opened for each vacancy on the QP over the last full year of performance. The "Date Vacancy Opened" is the date the previously filled position became vacant. If more than one vacancy was filled on the QP over the last full year of performance, the average time to fill shall be calculated by using the mean average of all filled positions. A position is considered filled upon the commencement of the employee's designated duties and the associated costs are being incurred to the client.

Date Of Offer Acceptance - Date Vacancy Opened = Time to Fill

(Time to Fill Vacancy 1 + Time to Fill Vacancy 2 + Time to Fill Vacancy 3 (etc.) / Total Number of Vacancies Filled for the Last Year of Performance = Mean Average

#### Time to Fill Rate Supporting Documentation

None if Attachment 0003 "Qualifying Project Form" includes appropriate Government or Private Representative signature in accordance with Section L.2.3.2.2

If the Representative Signature Exception in accordance with Section L.2.3.2.3 is applicable:

o Required exception evidence identified in L.2.3.2.3

o Supporting documentation to fully substantiate the time to fill rate for the last full year of performance for the QP. Offerors must provide comprehensive evidence and supporting documentation used to arrive at the self-scored value for this item, which must exemplify the time to fill for any job vacancy on the QP for the last full year of performance on the QP. Examples of such information include, but are not limited to: staffing level deliverables, attrition reports, Human Resources recruiting system reports, and/or documentation demonstrating vacancy rates, staffing levels, or recruiting metrics. Offerors are encouraged to provide a matrix support document, cross-walking how the supporting documentation arrives to the self-scored points claimed.

Outcome-Based QPs: If a proposed QP is identified as an Outcome-Based QP, the Offeror shall complete only the Schedule and Completeness evaluation criteria on their applicable Attachment 0002 - Scorecard. Offerors shall not complete the Vacancy Rate and Time to Fill Rate evaluation criteria for that specific QP.

#### Schedule

The QP shall meet the Acceptable Quality Level (AQL), which is 100%, of the Overall Project Schedule has been met. The AQL will be calculated using the formula below:

$$((\text{Contractual Delivery} - \text{Actual Delivery}) / \text{Contractual Delivery}) + 1.00$$

\* Unit of measure (i.e. days, months, years) is dependent on terms of the QP.

Note: The calculation will yield a decimal value which the Offeror shall convert into a percentage by multiplying by 100 for scoring purposes.

#### Schedule Supporting Documentation

None if Attachment 0003 "Qualifying Project Form" includes appropriate Government or Private Representative signature in accordance with Section L.2.3.2.2

If the Representative Signature Exception in accordance with Section L.2.3.2.3 is applicable:

- o Required exception evidence identified in L.2.3.2.3
- o Supporting documentation to fully substantiate the timeliness/delivery of the service outcome as identified in the contract/order/agreement for the QP. Offerors must provide comprehensive evidence and supporting documentation used to arrive at the self-scored value for this item, which must exemplify the timeliness/delivery of the service outcome as identified in the contract /agreement. Examples of such information include but are not limited to: the contract or agreement, Government/customer acceptance documentation, surveillance reports, and/or performance metrics documentation. Offerors are encouraged to provide a matrix support document, cross-walking how the supporting documentation arrives to the self-scored points claimed.

#### Completeness

The QP shall meet the AQL, which is 100%, of the requirements fulfilled. Completeness considers the QP's requirements as identified in the contract/agreement, as well as customer recognized efficiencies. A customer recognized efficiency must be experienced during the performance of the QP and show measurable improvements tied to results, not just level of effort. These efficiencies may include, but are not limited to: cost efficiencies, administrative efficiencies, performance and operations efficiencies, improved reliability/stability, reduced oversight burden, better quality outputs, and contractor-initiated improvements. Efficiencies related to schedule shall not be attributable to this section (see "Schedule" above).

## Completeness Supporting Documentation

None if Attachment 0003 "Qualifying Project Form" includes appropriate Government or Private Representative signature in accordance with Section L.2.3.2.2

If the Representative Signature Exception in accordance with Section L.2.3.2.3 is applicable:

- o Required exception evidence identified in L.2.3.2.3
- o Supporting documentation to fully substantiate the completeness against the project requirements as identified in the contract/agreement, as well as identify customer recognized efficiencies for each QP. Offerors must provide comprehensive evidence and supporting documentation used to arrive at their self-scored value, which must exemplify the QP's completeness against the QP's requirements, as well as identify customer recognized efficiencies for each QP. Examples of such information include, but are not limited to: the contract/order /agreement, Government/customer documentation identifying the efficiencies, performance incentive determinations, documented cost savings or process improvement reports accepted by the Government/customer, and/or contract or agreement deliverables. Offerors are encouraged to provide a matrix support document, cross-walking how the supporting documentation arrives to the self-scored points claimed.

## L.2.4 VOLUME IV - SMALL BUSINESS SUBCONTRACTING PLAN

Offerors that are considered a Large Business concern for any NAICS within the proposed Domains shall provide a Small Business Subcontracting Plan in accordance with RFO 19.206.

\*\*\* END OF NARRATIVE \*\*\*

### FAR Provisions Incorporated by Reference

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
52.204-7	System for Award Management-Registration. (Deviation)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation)	2026-02		
52.216-1	Type of Contract. (Deviation) (Alternate I)	2026-02	Alternate I	2026-02

52.216-28	Multiple Awards for Advisory and Assistance Services.	1995-10
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements-Commercial Acquisition.	2021-11
52.219-31	Notice of Small Business Reserve.	2020-03
52.233-2	Service of Protest. (Deviation)	2026-02
52.237-1	Site Visit.	1984-04
52.237-10	Identification of Uncompensated Overtime.	2015-03

#### DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		
252.215-7994	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

252.234-7998	Notice of Earned Value Management System. (DEVIATION 2026-O0011)	2026-02	Deviation 2026-O0011	2026-02
252.237-7997	Notice of Special Standards of Responsibility. (DEVIATION 2026-O0023)	2026-02	Deviation 2026-O0023	2026-02
252.239-7098	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation (Deviation 2021-O0003)	2021-04	Deviation 2021-O0003	2021-04

**FAR Provisions Incorporated by Full Text**

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-1	Type of Contract. (Deviation)	2026-02		

Type of Contract (Feb 2026) (Deviation)

The Government contemplates award of a \_\_\_\_ [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.219-4	Notice of Price Evaluation	2026-02		
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Preference for HUBZone Small  
Business Concerns. (Deviation)

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026)  
(Deviation)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

**DFARS Provisions Incorporated by Full Text**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective</b>
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**Date**

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. 2025-11

**NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)**

(a) Definitions. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: \_\_\_\_ [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) Plan of action and milestones. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a

CMMC Status of Final.

(d) CMMC unique identifiers. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

252.209-7012      Prohibition Relating to Conflicts      2025-10  
                                         of Interest in Consulting Services-  
                                         Certification.

#### PROHIBITION RELATING TO CONFLICTS OF INTEREST IN CONSULTING SERVICES- CERTIFICATION (OCT 2025)

(a) Definitions. As used in this provision-

"Consulting services" means advisory and assistance services, except that "consulting services" does not include the provision of products or services related to-

(1) Compliance with legal, audit, accounting, tax, reporting, or other requirements of the laws and standards of countries; or

(2) Participation in a judicial, legal, or equitable dispute resolution proceeding.

"Contract oversight entity" means any of the following:

(1) The Contracting Officer.

(2) The Contracting Officer's Representative.

- (3) The Defense Contract Management Agency.
- (4) The Defense Contract Audit Agency.
- (5) The DoD Office of Inspector General or any subcomponent of that office.
- (6) The Government Accountability Office.

"Covered contract" means a DoD contract involving consulting services.

"Covered foreign entity" means any of the following:

(1) The government of the People's Republic of China, the Chinese Communist Party, the People's Liberation Army, the Ministry of State Security, or other security service or intelligence agency of the People's Republic of China.

(2) The government of the Russian Federation or any entity sanctioned by the Secretary of the Treasury under Executive Order 13662, Blocking Property of Additional Persons Contributing to the Situation in Ukraine.

(3) The government of any country, if the Secretary of State determines that such government has repeatedly provided support for acts of international terrorism, pursuant to any of the following:

(i) Section 1754(c)(1)(A) of the Export Control Reform Act of 2018 (50 U.S.C. 4318(c)(1)(A)).

(ii) Section 620A of the Foreign Assistance Act of 1961 (22 U.S.C. 2371).

(iii) Section 40 of the Arms Export Control Act (22 U.S.C. 2780).

(iv) Any other provision of law.

(4) Any entity included on any of the following lists maintained by the Department of Commerce (see the Export Administration Regulations at 15 CFR subchapter C):

(i) The Entity List in supplement no. 4 to 15 CFR part 744.

(ii) The Denied Persons List as described in 15 CFR 764.3(a)(2).

(iii) The Unverified List in supplement no. 6 to 15 CFR part 744.

(iv) The Military End User List in supplement no. 7 to 15 CFR part 744.

(5) Any entity identified by the Secretary of Defense pursuant to section 1237(b) of the National Defense Authorization Act for Fiscal Year 1999 (Pub. L. 105-261; 50 U.S.C. 1701 note).

(6) Any entity on the Non-Specially Designated Nationals Chinese Military-Industrial Complex Companies List maintained by the Office of Foreign Assets Control of the Department of the Treasury under Executive Order 14032, Addressing the Threat From Securities Investments That Finance Certain Companies of the People's Republic of China.

(b) Prohibition. DoD cannot award to the Offeror a contract assigned a North American Industry Classification System code beginning with 5416 if the Offeror-

(1) Cannot certify that neither the Offeror nor any of its subsidiaries or affiliates hold a contract or subcontract that involves consulting services with one or more covered foreign entities; and

(2) Does not maintain a conflict-of-interest mitigation plan as described in paragraph (d) of this provision.

(c) Certification. The Offeror certifies that-

(1)(i) It does  does not  hold a contract or subcontract that involves consulting services with one or more covered foreign entities; and

(ii) Its subsidiaries or affiliates do  do not  hold a contract or subcontract that involves consulting services with one or more covered foreign entities; and

(2) It does  does not  maintain a conflict-of-interest mitigation plan described in paragraph (d) of this provision.

(d) Conflict-of-interest mitigation plan. If the Offeror answered in the affirmative in paragraphs (c)(1) and (2) of this provision, then the Offeror shall submit its conflict-of-interest mitigation plan to the Contracting Officer for approval. The Offeror may contact the Contracting Officer for guidance on submitting the Offeror's conflict-of-interest mitigation plan.

(1) The Offeror's conflict-of-interest mitigation plan shall be auditable by a contract oversight entity and shall include-

(i) An identification, unless otherwise prohibited by law or regulation, of any covered contracts of the Offeror or its subsidiaries or affiliates with a covered foreign entity. If the Offeror is unable to identify one or more covered foreign entities due to confidentiality obligations, the Offeror shall identify such entities as a covered foreign entity;

(ii) A written analysis, including a course of action for avoiding, neutralizing, or mitigating the actual or potential conflict of interest of such a covered contract;

(iii) A description of the procedures by which the Offeror or its subsidiaries or affiliates will ensure that individuals who will perform the scope of a covered contract will not, for the duration of such contract, also provide any consulting services to any covered foreign entity; and

(iv) A description of the procedures by which the Offeror or its subsidiaries or affiliates will submit to the contract oversight entities a notice of an unmitigated conflict of interest with respect to a covered contract within 15 days of determining that such a conflict has arisen.

(2) The Contracting Officer will incorporate the Offeror's approved conflict-of-interest mitigation plan into any contract awarded to the Offeror resulting from this solicitation.

(End of provision)

252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2024-O0007)	2024-05	Deviation 2024-O0007	2024-02
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#### REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2024-O0007)(FEB 2024)

(a) Definitions. As used in this provision-

“Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition

or from sources independent of the offerors.

“Non-Government sales” means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

“Relevant sales data” means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

“Sufficient non-Government sales” means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by FAR 15.404-1(b)(2)(ii)(B).

“Uncertified cost data” means the subset of “data other than certified cost or pricing data” (see FAR 2.101) that relates to cost.

(b) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in paragraphs (b)(1)(i) and (ii) of this provision. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted and whether the price is fair and reasonable.

(i) Exception for price set by law or regulation - Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information that is adequate for evaluating the reasonableness of the price for this acquisition, including prices at which the same item or similar items have been sold in the commercial market. Such information shall include-

(A) For items previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;

(B) For items priced based on a catalog-

(1) A copy of or identification of the Offeror's current catalog showing the price for that item; and

(2) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(C) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description;

(D) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item; or

(E) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

(c) Requirements for certified cost or pricing data. This acquisition is accomplished under the authority of section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232), as amended by section 825 of the NDAA for FY 2020 (Pub. L. 116-92), section 818 of the NDAA for FY 2023 (Pub. L. 117-263), and section 841 of the NDAA for FY 2024 (Pub. L. 118-31). The intent of this pilot program is to test the efficacy of basing price reasonableness determinations primarily on actual costs of performance for prior purchases of the same or similar products for the Department of Defense. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) In lieu of providing complete cost or pricing data, as defined in FAR 2.101, the Offeror shall submit a subset of cost or pricing data and supporting attachments as follows: \_\_\_\_\_

[Contracting Officer shall list the specific cost or pricing data deemed necessary to establish price reasonableness for this acquisition, and describe the required submission format for each

type of data. At a minimum, the Contracting Officer shall identify the specific prior DoD purchases of the same or similar products for which the Offeror is required to submit the actual cost of performance. The Offeror is not required to submit cost or pricing data that is not listed within this provision. If the Contracting Officer finds that additional cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer shall issue an amendment to the solicitation, revising this paragraph as needed to require the submission of the additional data.]

(2)(i) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, using the following language:

Certificate of Current Cost or Pricing Data for Acquisitions Accomplished under the Authority of Section 890 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019, as amended by Section 825 of the NDAA for FY 2020, Section 818 of the NDAA for 2023, and Section 841 of the NDAA for FY 2024

This is to certify that, to the best of my knowledge and belief, the cost or pricing data required by the provision at 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION 2024-O0007) of the Request for Proposal for this action, and submitted either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

\*Identify the proposal involved, giving the appropriate identifying number (e.g., RFP No.).

\*\*Insert the day, month, and year when price negotiations were concluded and price agreement

was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\*Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(ii) The certificate does not constitute a representation as to the accuracy of the Offeror's judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment should be clearly understood. With respect to the certified cost or pricing data required by paragraphs (c)(1) or (e) of this provision (as revised by solicitation amendment, if applicable), if the Offeror had information reasonably available at the time of agreement showing that the negotiated price was not based on accurate, complete, and current data, the Offeror's responsibility is not limited by any lack of personal knowledge of the information on the part of its negotiators.

(iii) The Contracting Officer and Offeror are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates applicable to the certified cost or pricing data required by paragraphs (c)(1) or (e) of this provision should be included as part of the data submitted with the proposal and, before agreement on price, data should be updated by the contractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data may not be reasonably available before normal periodic closing dates (e.g., actual indirect costs). Data within the Offeror's or a subcontractor's organization on matters significant to contractor management and to the Government will be treated as reasonably available, if that data was required to be submitted by paragraph (c)(1) or (e) of this provision. What is significant depends upon the circumstances of each acquisition.

(iv) Possession of a Certificate of Current Cost or Pricing Data is not a substitute for examining and analyzing the Offeror's proposal.

(v) If certified cost or pricing data are requested by the Government and submitted by the Offeror, but an exception is later found to apply, the data shall not be considered certified cost or pricing data and shall not be certified in accordance with this subsection.

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with

FAR 15.403-1(c)(1).

(d) Requirements for data other than certified cost or pricing data.

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include all data necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in DFARS 215.402(a)(i) and 215.404-1(b).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) The Offeror shall provide information described as follows: \_\_\_\_ [Insert description of the data and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3].

(4) Within 10 days of a written request from the Contracting Officer for additional information to support proposal analysis, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(5) Subcontract price evaluation.

(i) The Offeror shall obtain from subcontractors the minimum information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost information may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary—

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented, but excluding paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(e) Subcontracts.

(1) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has been flowed down, in lieu of the requirements in paragraphs (a) and (b) of the clause at 52.215-12, Subcontractor Certified Cost or Pricing Data, of this solicitation, the Offeror shall require the subcontractor to submit a subset of cost or pricing data (actually or by specific identification in writing) as follows:

(i) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Contracting Officer shall add paragraphs as necessary to identify each first-tier subcontract to which the authority of the Section 890 pilot has been flowed down, and the specific certified cost or pricing data required for each subcontract. Contracting Officer shall list the specific cost or pricing data deemed necessary to determine that the price is fair and reasonable for each subcontract, and describe the required submission format for each type of data. The type and extent of data required may differ based on the dollar value of the subcontract proposal, or other appropriate considerations. At a minimum, the Contracting Officer shall identify the specific prior subcontracts awarded in support of the DoD purchases of the same or similar products for which the subcontractor is required to submit the actual cost of performance. The Contracting Officer shall specify whether the authority of the Section 890 pilot is further flowed down to any lower-tier subcontract pertaining to each first-tier subcontract. Where the pilot authority is flowed down to lower-tier subcontracts, the Contracting Officer shall describe the specific certified cost or pricing data that is to be provided by each affected lower-tier subcontractor. The subcontractor and lower tier subcontractors to which the pilot authority is flowed down are not required to submit certified cost or pricing data that is not listed within this provision. If the Contracting Officer finds that additional certified cost or pricing data are needed in order to determine that the price is fair and reasonable, the Contracting Officer shall issue an amendment to the solicitation, revising this paragraph as needed to require the submission of the additional data.]

(ii) In the event a subcontractor denies the Offeror access to the data described in paragraph (e)(1)(i) of this provision, the data may be provided directly to the Contracting Officer.

(iii) If a subcontractor is unable to provide the extent of historical actual cost experience required by paragraph (e)(1)(i), then the Offeror shall require the subcontractor to provide certified cost or pricing data in accordance with paragraph (e)(2) of this clause.

(iv) The Offeror shall require the subcontractor to certify in substantially the form prescribed in paragraph (c)(2) of this provision that, to the best of its knowledge and belief, the data

submitted under paragraph (e)(1)(i) of this provision were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract.

(2) For subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4 to which the authority of the Section 890 pilot has not been flowed down, the Offeror shall require the subcontractor to provide certified cost or pricing data in accordance with the clause at 52.215-12, Subcontractor Certified Cost or Pricing Data, of this solicitation and shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of the clause at 52.215-12 were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract.

(End of provision)

## **Section M - Evaluation Factors for Award**

### **SECTION M - EVALUATION FACTORS FOR AWARD**

#### **M.1 BASIS FOR AWARDS**

The Government intends to make 70 awards per Domain (30 Large Businesses, 25 Small Businesses, and 15 Commercial-Sector Vendors in each) but reserves the right to upward or downward adjust the number of awards without limit. The Government intends to award to the Highest Rated Technical Offerors per RFO 15.103-3 in each Domain. The Government will not consider tradeoffs between cost or price and non-cost or non-price factors. The highest technically rated proposal will be selected for award if it offers a fair and reasonable price.

The Government intends to award contracts without negotiations but reserves the right to conduct negotiations at its discretion. Proposals must contain the best offer. The Government may conduct clarifications, as described in RFO 15.202(a)(2).

In the event there are fewer awardable Commercial-Sector Vendors to fill the desired spots, the Government reserves the right to reallocate to any of the other Business Types at the Government's discretion.

In the event there are fewer awardable Small Businesses to fill the desired spots, the remaining spots will be allocated to Large Businesses.

In the event there are fewer awardable Large Businesses to fill the desired spots, the remaining spots will be allocated to Small Businesses.

To be considered eligible for award, an Offeror's proposal, at a minimum, shall follow all instructions in this RFP. If an Offeror's proposal is incomplete, the proposal shall not be evaluated further and will be ineligible for award.

#### **M.2 OVERALL EVALUATION APPROACH**

**Overall Scorecard:** The Government will verify all supporting documentation, to validate the score submitted by the Offeror. The Government reserves the right to change any scores the Government cannot verify using the supporting documentation received. If the Government finds that any self-scored Screening Questions are false, the Government will not evaluate that proposal any further.

##### **Phase 1: Initial Ranking Based on Self-Scores**

After receiving all submissions, the Government will organize the proposals in order from highest self-score to the lowest self-score in each Domain within each business size group.

##### **Phase 2: Verification Review and Downward Adjustments**

Starting with the highest self-scored proposal per business category, per domain, the Government will conduct a Verification Review. Commercial-Sector Vendors will be verified first, followed by Small Businesses, and then lastly Large Businesses. Offerors are reminded that they will be evaluated separately against the specific criteria for their applicable business category. The Verification Review consists of reviewing all submitted supporting documentation to ensure the proposal submission is current, complete, accurate, and meets the criteria for the information requested in the Solicitation. An Offeror's submission of unsubstantiated and/or undocumented claims may result in the Government determining that the Offeror's proposed self-score is inaccurate. If this occurs, the Government may unilaterally downward adjust the Offeror's self-score, potentially down to zero (0) points, in accordance with the scoring rubric/parameters of the Scorecard. Offerors are cautioned that as a result of the Verification Review, the Government will not adjust any Offeror's self-score upwards. The Offeror's self-score is the maximum possible score, subject to downward adjustments as a result of the Verification Review. The Government's Verification Review will result in the Offeror's Verified Score, which is either equal to or less than the Offeror's self-score.

At any time, if the evaluation team discovers misleading, falsified or fraudulent proposal information, the Offeror shall be eliminated from further consideration for award.

Once the Government has the highest 70 Verified Scores per Domain broken out as follows: top 30 Large Businesses, top 25 Small Businesses, and top 15 Commercial-Sector Vendors per Domain, further evaluation of all remaining proposals shall cease. The price of the highest technically rated proposals will then be evaluated to determine if it is fair and reasonable in accordance with RFO Subpart 15.4. If the price is determined to be fair and reasonable, the Government will proceed with pre-award contract clearance and responsibility procedures for all Preliminary Prospective Awardees.

#### Rolling Evaluation Procedure

If, during the Verification Review, an Offeror's score is reduced, that proposal will be re-organized in accordance with Phase 1 procedures. This iterative process of evaluation, verification, and potential replacement will continue until the highest 70 Verified Scores per Domain are broken out as follows: top 30 Large Businesses, top 25 Small Businesses, and top 15 Commercial-Sector Vendors are identified. Offerors are advised that the Government will only evaluate the number of proposals necessary to establish the final group of the top 70 highest Verified Scores per Domain. Proposals falling outside of this progressively established group of highest Verified Scores may not be evaluated.

#### TIE BREAKER - LARGE AND SMALL BUSINESSES:

The Government will determine the tied Offerors' percentage of "Exceptional" CPARS/submitted PPQ element ratings within the five (5) NAICS codes under this acquisition over the last three (3) years from the proposal submission due date identified in this RFP. The Offeror that has the higher percentage of Exceptional ratings will win the tie.

If this review does not resolve the tie, the Government will then invoke a second tie breaker. The Government will determine the Offerors' percentage of "Very Good" CPARS/submitted PPQ element ratings within the five (5) NAICS codes under this acquisition over the last three (3) years from the proposal submission due date identified in this RFP. The Offeror that has the higher percentage of Very Good ratings will win the tie.

If this review does not resolve the tie, the Government will then invoke a third tie breaker. The Government will calculate the mean average of the total points for Passthrough rate for all submitted QPs. The Offeror that has the highest average total points will win the tie.

Note: The Government will not include the CPARS/PPQ elements "Regulatory Compliance", "Cost Control", or "Small Business Subcontracting" in the tie breaker criteria or any element that has "N/A".

#### TIE BREAKER - COMMERCIAL-SECTOR VENDORS:

The Government will determine the tied Offerors' percentage of "Exceptional" PPQ element ratings within their Volume III proposal. The Offeror that has the higher percentage of Exceptional ratings will win the tie.

If this review does not resolve the tie, the Government will then invoke a second tie breaker. The Government will determine the Offeror's percentage of "Very Good" PPQ element ratings within their Volume III proposal. The Offeror that has the higher percentage of Very Good ratings will win the tie.

If this review does not resolve the tie, the Government will then invoke a third tie breaker. The Government will calculate the mean average of the total points for Passthrough rate for all submitted QPs. The Offeror that has the highest average total points will win the tie.

Note: The Government will not include PPQ element "Regulatory Compliance", "Cost Control, or "Small Business Subcontracting" in the tie breaker criteria or any element that has "N/A".

#### Phase 3: Preliminary Prospective Awardees

The Government will proceed with pre-award contract clearance and responsibility procedures for all Preliminary Prospective Awardees. In accordance with AFARS 5109.103(b), the Government will use the Determination of Responsibility Assistant (DORA) Contractor Responsibility bot to assist with determining the responsibility of each prospective awardee within each Domain. For Large Businesses, the Government will also review Small Business Subcontracting Plans for acceptability in accordance with RFO 19.206 prior to determining responsibility.

For a Small Business, if the Government determines that the potential offeror is not responsible, the Government shall refer the matter to the cognizant Small Business Administration Government Contracting Area Office in accordance with RFO 19.204

#### Rolling Evaluation Procedure

If any Preliminary Prospective Awardee is found ineligible for award for any reason, including the pre-award contract clearance and responsibility procedures, they will be removed from the competition. Subsequently, the next highest Verified Score in that domain and reserve will move up in rank and become a Preliminary Prospective Awardee subject to the pre-award contract clearance and responsibility procedures.

#### Phase 4: Final Awardees

Once the Government has 70 Highest Verified Scores per Domain (top 30 Large Businesses, top 25 Small Businesses, and top 15 Commercial-Sector Vendors) from Offerors that are eligible for award, they will be identified as the Awardees; however, the Government reserves the right to upward or downward adjust the number of awards without limit.

### M.3 EVALUATION OF VOLUME I - COVER LETTER AND VOLUME II - SCORECARD [SECTION 01 - SCREENING QUESTIONS]

#### Volume I-Cover Letter

The Government will evaluate Offerors Volume I to ensure Offeror has provided all required information and documentation. Failure to submit all information and/or documents may result in the proposal being rejected.

#### Section 01 - Screening Questions

Evaluation of Section 01 - Screening Questions will be evaluated on a Pass/Fail basis. If the Offeror answers "no" to any of the applicable business size Screening Questions, or the Government cannot verify and validate the information the Offeror provided, the Offeror will fail the Screening Questions and not be evaluated further.

The Government will not include the CPARS Elements "Regulatory Compliance or "Small Business Subcontracting" in the Screening Question CPARS.

NOTE: All Screening Question Certifications shall be valid at the time of proposal.

The Screening Questions consist of the following:

#### 1. Large Businesses:

Submission Requirements

Active Secret Facility Clearance

Certifications

o ISO 9001:2015 or ISO 9001:2013

- o CMMC Final Level 2 (self) or higher

CPARS Ratings

2. Small Businesses:

Submission Requirements

Small Business Certification

Active Secret Facility Clearance

Certifications

- o ISO 9001:2015 or ISO 9001:2013

- o CMMC Level 2 or higher

CPARS Ratings

3. Commercial-Sector Vendors:

Submission Requirements

Commercial-Sector Vendors Confirmation

Certifications

- o CMMC Level 2 or higher

## M.4 EVALUATION OF SYSTEMS AND CERTIFICATIONS - VOLUME II - SCORECARD [SECTION 02]

### M.4.1 SYSTEMS

The Offeror will receive points per Government determined acceptable systems outside those required per Attachment 0002 Section 01 Screening Questions. In order to earn points for Systems, the Offeror must ensure all the requested documentation is current, accurate, and complete in accordance with Section L.2.2:

Large Businesses:

2,500 points if the Offeror has a Government Determined Acceptable Property Management System.

Accounting System:

- o 3,000 points if the Offeror has a Government Determined Acceptable Accounting System; or
- o 1,500 points if the Offeror has a CPA Determined Acceptable Accounting System

The maximum points available is 5,500.

Small Businesses:

Accounting System:

- o 5,000 points if the Offeror has a Government Determined Acceptable Accounting System; or
- o 3,000 points if the Offeror has a CPA Determined Acceptable Accounting System

The maximum points available is 5,000.

Commercial-Sector Vendors: Not applicable.

#### M.4.2 CERTIFICATIONS

The Offeror will receive points per active certification outside those required per Attachment 0002 Section 01 Screening Questions. In order to earn points for Certifications, the Offeror must ensure all the requested documentation is current, accurate, and complete in accordance with Section L. 2.2:

Large Businesses:

2,500 points if the Offeror has Top Secret Facility Clearance

CMMC:

- o 1,000 points if the Offeror has a scheduled Conditional or scheduled Final CMMC Level 2 (C3PAO) Certification (without an approved conditional in place); or,
- o 1,500 points if the Offeror has an active and approved Conditional CMMC Level 2 (C3PAO); or,
- o 2,500 points if the Offeror has an active and approved Final CMMC Level 2 (C3PAO) or higher Certification.

2,500 points if the Offeror has an active and approved ISO/IEC 27001:2022 Certification.

The maximum points available is 7,500.

Small Businesses:

2,500 points if the Offeror has Top Secret Facility Clearance

**CMMC:**

- o 1,000 points if the Offeror has a scheduled Conditional or scheduled Final CMMC Level 2 (C3PAO) Certification (without an approved conditional in place); or,
  - o 2,000 points if the Offeror has an active and approved Conditional CMMC Level 2 (C3PAO); or,
  - o 3,000 points if the Offeror has an active and approved Final CMMC Level 2 (C3PAO) or higher Certification.
- 2,500 points if the Offeror has an active and approved ISO/IEC 27001:2022 Certification.

The maximum points available is 8,000.

**Commercial-Sector Vendors:**

**Facility Clearance:**

- o 1,500 points if the Offeror has Secret Facility Clearance; or,
- o 2,500 points if the Offeror has Top Secret Facility Clearance

**CMMC:**

- o 2,000 points if the Offeror has a scheduled Conditional or scheduled Final CMMC Level 2 (C3PAO) Certification (without an approved conditional in place); or,
  - o 2,500 points if the Offeror has an active and approved Conditional CMMC Level 2 (C3PAO); or,
  - o 3,500 points if the Offeror has an active and approved Final CMMC Level 2 (C3PAO) or higher Certification.
- 3,500 points if the Offeror has an active and approved ISO 9001:2015 or ISO 9001:2013
- 3,500 points if the Offeror has an active and approved ISO/IEC 27001:2022 Certification

The maximum points available is 13,000.

**M.5 EVALUATION OF PAST PERFORMANCE**

**Large Businesses, Small Businesses, and Commercial-Sector Vendors:**

The Government will evaluate the Offeror's QPs for the following Past Performance factors:

In order for the Offeror to earn points for each QP's Past Performance areas, the Offeror must include all required documentation in accordance with Section L.2.3.2. The Offeror may not submit more than three (3) QPs per Domain.

If a QP is not one of the following project types, it will not be evaluated further and the Offeror's self-score will be subject to downward deviation:

A single contract - including prime or commercial

A single Task Order awarded under an IDIQ contract, Blanket Purchase Agreement (BPA), or Basic Ordering Agreement, including single or multiple award

A Task Order under a Federal Supply Schedule contract (RFO 8.401)

A first-tier subcontract where the Prime Offeror performed as a first-tier subcontractor or if the Offeror is a JV, when performed from the entity (JV) itself or either of its members

Other Transactions Authority (OTA) Agreements

A grant or cooperative agreement, including a subaward under a grant or cooperative agreement

#### M.5.1 RECENCY:

Large Businesses, Small Businesses, and Commercial-Sector Vendors:

LOE-Based QP:

The Government will evaluate each LOE-Based QP to ensure it has at least one (1) year of completed performance that has occurred within the last three (3) years prior to 22 June 2026. If the LOE-Based QP is not recent, the QP will not be evaluated further and the Offeror's self-score will be subject to downward deviation.

Each LOE-Based QP will be scored as follows:

Offerors will earn 1,000 points per LOE-Based QP that has at least one (1) year of completed performance that has occurred within the last two (2) years prior to 22 June 2026.

Outcome-Based QP:

The Government will evaluate each Outcome-Based QP to ensure the project's final delivery date has been realized and that it occurred within the last three (3) years prior to 22 June 2026. Ongoing projects will not be accepted. If the Outcome-Based QP is not recent, and final delivery has not occurred, the QP will not be evaluated further and the Offeror's self-score will be subject to downward deviation.

Each Outcome-Based QP will be scored as follows:

Offerors will earn 1,000 points per Outcome-Based QP that project's final delivery date has been realized and that it occurred within the last two (2) years prior to 22 June 2026.

The maximum points available is 3,000.

#### M.5.2 RELEVANCE:

Large Businesses, Small Businesses, and Commercial-Sector Vendors:

The Government will evaluate each QP to ensure the NAICS code is one of the overarching NAICS codes or a NAICS Code identified in Section L.2.3.2.5. For QPs without a NAICS code, the Government will review the Offeror's assigned NAICS code and description on how the QP aligns with the selected NAICS code.

If the QP is not one of the NAICS codes identified above or the Offeror failed to assign and/or justify a NAICS code, the QP will not be considered relevant, not further evaluated, and the Offeror's self-score will be subject to downward deviation.

The Government will evaluate each QP submitted by the Offeror to determine its relevance to the Technical Capabilities identified for each Domain in accordance with Section L.2.3.2.5.

Each QP will be scored based on the following:

Offerors will earn 7,000 points per QP that meets 100.00% of the Technical Capabilities under the Domain they are proposing.

Offerors will earn 5,000 points per QP that meets 75.00-99.99% of the Technical Capabilities under the Domain they are proposing.

Offerors will earn 2,500 points per QP that meets 50.00-74.99% of the Technical Capabilities under the Domain they are proposing.

Offerors will earn 1,000 points per QP that meets 25.00-49.99% of the Technical Capabilities under the Domain they are proposing.

Offerors will earn zero (0) points per QP that meets 0.00-24.99% of the Technical Capabilities under the Domain they are proposing.

Non-relevant QPs (defined as meeting less than 25.00% of the Technical Capabilities) will not be evaluated for Performance Quality.

The maximum points available is 21,000.

#### M.5.3 NAICS ALIGNMENT:

Large Businesses, Small Businesses, and Commercial-Sector Vendors:

The Government will evaluate each of the Offeror's QPs to determine if the QP matches the Domain Specific NAICS for the Domain it is proposing to. Each QP will be scored as follows:

Offerors will receive 1,000 points per QP that is determined to align with the Domain Specific NAICS listed below:

o The Domain Specific NAICS are as follows:

Engineering, Logistics and Operational Services Domain - 541330

Management and Advisory Domain - 541611

RDT&E Domain - 541715

Emerging IT Domain - 541512

Foundational IT Domain - 541519

o For example, if an Offeror is proposing to the RDT&E Domain, and its QP's NAICS code is 541715, it will receive the 1,000 points. If it is any other NAICS code, it will not receive any points.

The maximum points available is 3,000.

#### M.5.4 PERFORMANCE QUALITY:

Large Businesses, Small Businesses, and Commercial-Sector Vendors:

If the QP has CPARS, the Government will utilize CPARS. If no CPARS are available, then the Government will utilize the PPQ (Attachment 0004) submitted by the Offeror.

The Government will evaluate the following CPARS or PPQ elements: Quality, Schedule and Management. Each element will be assigned points as follows:

The Offeror will receive 2,500 points per each individual element with Exceptional PP Rating in any CPARS/PPQ element

The Offeror will receive 1,875 points per individual element with a Very Good PP Rating in any CPARS/PPQ element.

The Offeror will receive 1,125 points per individual element with a Satisfactory PP Rating in any CPARS/PPQ element.

The Offeror will receive 250 points per individual element with a neutral or "not applicable" PP Rating in any CPARS/PPQ element.

The Offeror will receive zero (0) points per individual element with a rating of Marginal or Unsatisfactory PP Rating in any CPARS/PPQ element.

The maximum points available is 22,500.

**M.5.5 DOLLAR VALUE:** The Government will evaluate each of the Offeror's QPs to determine if the QP aligns with the minimum required dollar value of \$2.5M. If the QP is determined to exceed the minimum requirement of \$2.5M, the Offeror will receive points per QP. Each QP will be scored as follows:

**Large Businesses:**

The Offeror will receive 4,000 points per QP if their total contract value is greater than \$50M.

The Offeror will receive 2,000 points per QP if their total contract value is greater than \$25M to \$50M.

The Offeror will receive 1,000 points per QP if their total contract value is greater than \$2.5M to \$25M.

The Offeror will receive zero (0) points per QP if their total contract value is less than \$2.5M.

**Small Businesses and Commercial-Sector Vendors:**

The Offeror will receive 4,000 points per QP if their total contract value is greater than \$10M.

The Offeror will receive 2,000 points per QP if their total contract value is greater than \$5M to \$10M.

The Offeror will receive 1,000 points per QP if their total contract value is greater than \$2.5M to \$5M.

The Offeror will receive zero (0) points per QP if their total contract value is less than \$2.5M.

The maximum points available is 12,000.

**M.5.6 PASSTHROUGH RATE:**

**Large Businesses, Small Businesses, and Commercial-Sector Vendors:**

The Government will evaluate each QP's passthrough rate.

Each QP will be scored as follows:

Offerors will receive 6,000 points per QP if the Subcontractor performed between 0.00% to 49.00% of the work.

Offerors will receive 2,500 points per QP if the Subcontractor performed greater than 49.00% to 69.00% of the work.

Offerors will receive zero (0) points per QP if the Subcontractor performed greater than 69.00% of the work.

The maximum points available is 18,000.

#### M.5.7 QP SUBMISSION VACANCY RATE, TIME TO FILL RATE, SCHEDULE AND COMPLETENESS

The maximum points available is 30,000.

The Government will verify the QP is properly identified as "LOE QP" or "Outcome-Based QP" as defined in paragraph L.2.3.1.

##### M.5.7.1 VACANCY RATE:

###### LOE QPs:

The Government will evaluate the QP, including all required supporting documentation, to determine the vacancy rate for the last full year of performance on the QP.

Each QP will be scored as follows:

Offerors will receive 5,000 points per QP with a 0.00% vacancy rate.

Offerors will receive 3,500 points per QP with a greater than 0.00% to 4.99% vacancy rate.

Offerors will receive 2,750 points per QP with a 5.00% to 8.99% vacancy rate.

Offerors will receive 2,000 points per QP with a 9.00% to 11.99% vacancy rate.

Offerors will receive 1,000 points per QP with a 12.00% to 14.99% vacancy rate.

Offerors will receive zero (0) points per QP that with a 15.00% or greater vacancy rate.

###### Outcome-Based QPs:

Not applicable.

##### M.5.7.2 TIME TO FILL RATE:

###### LOE QPs:

The Government will evaluate the QP, including all required supporting documentation, to determine the average time to fill for any job vacancy on the QP for the last full year of performance on the QP.

Each QP will be scored as follows:

Offerors will receive 5,000 points per QP that meets 30 calendar days or less to fill.

Offerors will receive 3,500 points per QP that meets 31-45 days to fill.

Offerors will receive 2,750 points per QP that meets 46-50 days to fill.

Offerors will receive 2,000 points per QP that meets 51-60 days to fill.

Offerors will receive 1,000 points per QP that meets 61-74 days to fill.

Offerors will receive zero (0) points per QP that meets 75 days or more to fill.

Outcome-Based QPs:

Not applicable.

M.5.7.3 SCHEDULE:

LOE QPs:

Not Applicable.

Outcome Based QPs:

The Government will evaluate the QP, including all required supporting documentation, to determine the timeliness/delivery of the service outcome as identified in the contract/agreement.

In order for a QP to earn points for this criteria, the QP shall meet the AQL, which is 100% of the Overall Project Schedule.

Each QP will be scored as follows:

Offerors will receive 5,000 points per QP if greater than 50.00% of the AQL.

Offerors will receive 3,500 points per QP if greater than 20.00% but less than/or equal to 50.00% of the AQL.

Offerors will receive 2,500 points per QP if greater than the AQL but less than/or equal to 20.00% of the AQL.

Offerors will receive 1,000 points per QP if AQL has been met.

Offerors will receive zero (0) points per QP if less than AQL is met.

This pointing system is to capture offerors exceeding 100% of the project's schedule. For example, to obtain 5,000 points, an offeror's QP would meet a schedule of greater than 150.00%.

M.5.7.4 COMPLETENESS:

LOE QPs:

Not Applicable.

Outcome-Based QPs:

The Government will evaluate the QP, including all required supporting documentation, to determine its completeness against the project requirements as identified in the contract /agreement, as well as customer recognized efficiencies.

In order for a QP to earn points for this criteria, the QP shall meet the AQL, which is 100% of the requirements fulfilled.

Each QP will be scored as follows:

Offerors will receive 5,000 points per QP that meets AQL and has greater than 10 documented efficiencies.

Offerors will receive 3,500 points per QP that meets AQL and has 6-10 documented efficiencies.

Offerors will receive 2,500 points per QP that meets AQL and has 1-5 documented efficiencies.

Offerors will receive 1,000 points per QP if it only meets the AQL.

Offerors will receive zero (0) points per QP if it meets less than the AQL.

## M.6 EVALUATION OF PRICE

Large Businesses, Small Businesses and Commercial-Sector Vendors:

The Government will conduct a price evaluation through a price analysis, specifically price reasonableness in accordance with RFO 15.404-1.

The Government will evaluate the total FFP inclusive of all direct costs (i.e., direct labor, material, travel, and other direct costs), associated indirect costs, and profit the Offeror lists in Volume I - Cover Letter. In order to have a fair and reasonable price, the Offeror's FFP submission shall be no less than \$50 and no more than \$100. If the Offeror's FFP submission is not found to be fair and reasonable, it will not receive award, and the next highest rated Offeror will be evaluated.

Fair and Reasonable No less than \$50 and no more than \$100

At the time of award, the Offeror will be required to provide a Point of Contact list as their deliverable. The Point of Contact will consist of the contact information of two individuals who will be listed as the contacts for the Offeror in the Digital Market Portal. Once the deliverable is received by the Government the FFP will be paid to the awardee.

## M.7 EVALUATION OF VOLUME IV - SMALL BUSINESS SUBCONTRACTING PLAN (LARGE BUSINESSES ONLY)

For a Large Business, if the Government determines that the potential Offeror is not responsible, then the Offeror will be excluded from award. Those Large Businesses found responsible will then have their Small Business Subcontracting Plans reviewed for acceptability in accordance with RFO 19.206 on an Acceptable/Unacceptable scale. If the Offeror's Small Business Subcontracting Plan is unacceptable, they will not receive award, and the next highest rated Offeror will be evaluated.

Acceptable Proposal indicates an adequate approach and understanding of Small Business objectives.

Unacceptable Proposal does not meet Small Business objectives.

\*\*\* END OF NARRATIVE \*\*\*

### FAR Provisions Incorporated by Reference

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>	<b>Alternate Deviation</b>	<b>Variation Effective Date</b>
52.217-5	Evaluation of Options. (Deviation)	2026-02		