

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER			PAGE 1 OF		
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		b. TELEPHONE NUMBER (<i>No collect calls</i>)
			8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY CODE			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> 8(A) <input type="checkbox"/> SDVOSB		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING 14. METHOD OF SOLICITATION REQUEST <input type="checkbox"/> REQUEST <input type="checkbox"/> INVITATION <input type="checkbox"/> FOR <input type="checkbox"/> FOR QUOTE <input type="checkbox"/> FOR BID <input type="checkbox"/> PROPOSAL (RFQ) (IFB) (RFP)
15. DELIVER TO CODE			16. ADMINISTERED BY CODE		
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NUMBER <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (<i>For Government Use Only</i>)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					
29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)		
30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)		31c. DATE SIGNED

Solicitation/Contract Form Continuation

Instrument Name: Non-Clinical Case Management

Product Service Code : Q802

Continuation of Supplies or Services and Prices/Costs**Additional Information/Notes**

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Base Option Period Registered Nurse Lead RN Case Manager. Non-Clinical Medical Case Management - IAW PWS MEDICAL COMMAND Vermont Army National Guard (VTARNG) Non personal service; 6 Months. FLSA Exempt Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 North American Industry Classification System (NAICS): 541611 Pricing Arrangement: Firm Fixed Price	6	Months		
0002	Base Option Period. Registered Nurse Case Manager (2x). Non-Clinical Medical Case Management - IAW PWS MEDICAL COMMAND Vermont Army National Guard (VTARNG) Non personal service; 6 Months. FLSA Exempt Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 North American Industry Classification System (NAICS): 541611 Pricing Arrangement: Firm Fixed Price	12	Months		
0003	Base Option Period One. Medical Records Technician (2x). Non-Clinical Medical Case Management - IAW PWS MEDICAL COMMAND Vermont Army National Guard (VTARNG) Medical Records Technician (2x) Non personal service; 6 Months. Wage	12	Months		

	Determination No.: 2015-4137 Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 North American Industry Classification System (NAICS): 541611 Pricing Arrangement: Firm Fixed Price				
0004	Other Direct Costs - Travel CLIN Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 North American Industry Classification System (NAICS): 541611 Pricing Arrangement: Cost No Fee	1	Job		
Option Line Item 1001	Option Period (1) Registered Nurse Lead RN Case Manager. Vermont Army National Guard (VTARNG) Non personal service; 12 Months. FLSA Exempt Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 North American Industry Classification System (NAICS): 541611 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1002	Option Period (1) Registered Nurse Case Manager (2x). Non-Clinical Medical Case Management - IAW PWS MEDICAL COMMAND Vermont Army National Guard (VTARNG) Non personal service; 12 Months. FLSA Exempt Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 North American Industry Classification System (NAICS): 541611 Pricing Arrangement: Firm Fixed Price	24	Months		
Option		24	Months		

Line Item 1003	Option Period (1) Medical Records Technician (2x). Non-Clinical Medical Case Management - IAW PWS MEDICAL COMMAND Vermont Army National Guard (VTARNG Non-personal service; 12 Months. Wage Determination No.: 2015-4137 Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 North American Industry Classification System (NAICS): 541611 Pricing Arrangement: Firm Fixed Price				
Option Line Item 1004	Other Direct Costs - Travel CLIN Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 North American Industry Classification System (NAICS): 541611 Pricing Arrangement: Cost No Fee	2	Job		
Option Line Item 2001	Option Period (2) Registered Nurse Lead RN Case Manager. Non-Clinical Medical Case Management - IAW PWS MEDICAL COMMAND Vermont Army National Guard (VTARNG) Non personal service; 4 Months. FLSA Exempt Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 North American Industry Classification System (NAICS): 541611 Pricing Arrangement: Firm Fixed Price	4	Months		
Option Line Item 2002	Option Period (2) Registered Nurse Case Manager (2x). Non-Clinical Medical Case Management IAW PWS MEDICAL COMMAND Vermont Army National Guard (VTARNG) Non personal service; 4 Months. FLSA	8	Months		

	Exempt Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 North American Industry Classification System (NAICS): 541611 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2003	Option Period (2). Medical Records Technician (2x). Non-Clinical Medical Case Management - IAW PWS MEDICAL COMMAND Vermont Army National Guard (VTARNG)) Non-personal service; 4 Months. Wage Determination No.: 2015-4137 Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 North American Industry Classification System (NAICS): 541611 Pricing Arrangement: Firm Fixed Price	8	Months		
Option Line Item 2004	Other Direct Costs - Travel CLIN Pricing Arrangement: Firm Fixed Price Product Service Code: Q802 Pricing Arrangement: Cost No Fee	1	Job		

Continuation of Description

Requirements

Non-Clinical Case Management - the Vermont Army National Guard (ARNG) requires Medical Case Management Services to achieve and maintain Medical Readiness goals established by the ARNG.

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: none</p> <p>DoDAAC: W56WDV CountryCode: USA</p> <p>W92S VTARNG TRNG CTR, ETHAN AL USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD COLCHESTER, VT 05446-3099 UNITED STATES</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: none</p> <p>DoDAAC: W56WDV CountryCode: USA</p> <p>W92S VTARNG TRNG CTR, ETHAN AL USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD COLCHESTER, VT 05446-3099 UNITED STATES</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: none</p> <p>DoDAAC: W56WDV CountryCode: USA</p>

	W92S VTARNG TRNG CTR, ETHAN AL USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD COLCHESTER, VT 05446-3099 UNITED STATES
0004	Inspection and Acceptance Location Both Destination Instructions: none DoDAAC: W56WDV CountryCode: USA W92S VTARNG TRNG CTR, ETHAN AL USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD COLCHESTER, VT 05446-3099 UNITED STATES
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: none DoDAAC: W56WDV CountryCode: USA W92S VTARNG TRNG CTR, ETHAN AL USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD COLCHESTER, VT 05446-3099 UNITED STATES
Option Line Item 1002	Inspection and Acceptance Location Both Destination Instructions: none

	<p>DoDAAC: W56WDV CountryCode: USA</p> <p>W92S VTARNG TRNG CTR, ETHAN AL USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD COLCHESTER, VT 05446-3099 UNITED STATES</p>
Option Line Item 1003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: none</p> <p>DoDAAC: W56WDV CountryCode: USA</p> <p>W92S VTARNG TRNG CTR, ETHAN AL USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD COLCHESTER, VT 05446-3099 UNITED STATES</p>
Option Line Item 1004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: none</p> <p>DoDAAC: W56WDV CountryCode: USA</p> <p>W92S VTARNG TRNG CTR, ETHAN AL USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD COLCHESTER, VT 05446-3099 UNITED STATES</p>
Option Line Item	<p>Inspection and Acceptance Location</p>

2001	<p>Both</p> <p>Destination</p> <p>Instructions: none</p> <p>DoDAAC: W56WDV</p> <p>CountryCode: USA</p> <p>W92S VTARNG TRNG CTR, ETHAN AL</p> <p>USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD</p> <p>COLCHESTER, VT 05446-3099</p> <p>UNITED STATES</p>
Option Line Item 2002	<p>Inspection and Acceptance Location</p> <p>Both</p> <p>Destination</p> <p>Instructions: none</p> <p>DoDAAC: W56WDV</p> <p>CountryCode: USA</p> <p>W92S VTARNG TRNG CTR, ETHAN AL</p> <p>USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD</p> <p>COLCHESTER, VT 05446-3099</p> <p>UNITED STATES</p>
Option Line Item 2003	<p>Inspection and Acceptance Location</p> <p>Both</p> <p>Destination</p> <p>Instructions: none</p> <p>DoDAAC: W56WDV</p> <p>CountryCode: USA</p> <p>W92S VTARNG TRNG CTR, ETHAN AL</p> <p>USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD</p> <p>COLCHESTER, VT 05446-3099</p> <p>UNITED STATES</p>

Option Line Item 2004	Inspection and Acceptance Location Both Destination Instructions: none DoDAAC: W56WDV CountryCode: USA W92S VTARNG TRNG CTR, ETHAN AL USPFO VT BLDG 3 GSC GFEBS ACCOUN, 789 VT NATIONAL GUARD RD COLCHESTER, VT 05446-3099 UNITED STATES
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Continuation of Deliveries or Performance

0001	<p>Quantity 6 Months</p> <p>Address and POC</p> <p>Period of Performance From 13 Jul 2026 To 12 Jan 2027</p>
0002	<p>Quantity 12 Months</p> <p>Address and POC</p> <p>Period of Performance From 13 Jul 2026 To 12 Jan 2027</p>
0003	<p>Quantity 12 Months</p> <p>Address and POC</p> <p>Period of Performance From 13 Jul 2026 To 12 Jan 2027</p>
0004	<p>Quantity 1 Job</p>

	Address and POC Period of Performance From 13 Jul 2026 To 12 Jan 2027
Option Line Item 1001	Quantity 12 Months Address and POC Period of Performance From 13 Jan 2027 To 12 Jan 2028
Option Line Item 1002	Quantity 24 Months Address and POC Period of Performance From 13 Jan 2027 To 12 Jan 2028
Option Line Item 1003	Quantity 24 Months Address and POC

	<p>Period of Performance From 13 Jan 2027 To 12 Jan 2028</p>
Option Line Item 1004	<p>Quantity 2 Job</p> <p>Address and POC</p> <p>Period of Performance From 13 Jan 2027 To 12 Jan 2028</p>
Option Line Item 2001	<p>Quantity 4 Months</p> <p>Address and POC</p> <p>Period of Performance From 13 Jan 2028 To 12 May 2028</p>
Option Line Item 2002	<p>Quantity 8 Months</p> <p>Address and POC</p>

	Period of Performance From 13 Jan 2028 To 12 May 2028
Option Line Item 2003	Quantity 8 Months Address and POC Period of Performance From 13 Jan 2028 To 12 May 2028
Option Line Item 2004	Quantity 1 Job Address and POC Period of Performance From 13 Jan 2028 To 12 May 2028

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
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. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-43	Fair Labor Standards Act and Service Contract Labor	2026-02

Standards-Price Adjustment
(Multiple Year and Option
Contracts). (Deviation 2026-
O0038)

52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026- O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026- O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.224-3	Privacy Training.	2017-01
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.229-12	Tax on Certain Foreign Procurements.	2021-02
52.232-33	Payment by Electronic Funds	2018-10

Transfer-System for Award
Management.

52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.203-7003	Agency Office of the Inspector General.	2019-08		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		

252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2023-01
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11
252.204-7022	Expediting Contract Closeout.	2021-05
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	2024-05
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations.	2023-01

252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.245-7005	Management and Reporting of Government Property.	2024-01
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)	2026-02		

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026)
(Deviation 2026-O0038)

(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)

52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02
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Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

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

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

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

regard to its socioeconomic status); and

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

(c) Applicability. This clause applies only to-

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

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

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

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

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

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

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

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

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

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of

the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

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

(End of clause)

52.222-42 Statement of Equivalent Rates 2014-05
for Federal Hires.

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

Employee Class	Monetary Wage-Fringe Benefits
Medical Records Technician	\$23.60 + \$5.55 Fringe
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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

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

2in1

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0670
Issue By DoDAAC	W912LN
Admin DoDAAC	W912LN
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	W56WDV
Service Acceptor (DoDAAC)	W56WDV
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions

under FAR 42.302(a)(13).)

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

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

(g) WAWF point of contact.

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

Accounts Receivable Vendor Pay 802.338.3196 ng.vt.vtarng.list.j8-vendor-pay@army.mil

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

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

(End of clause)

Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

H. KEY PERSONNEL PERFORMANCE AND SUBSTITUTION POLICY

(a) General Requirement:

The Contractor agrees that the individual identified and evaluated as Key Personnel (Lead RN Case Manager / Contract Manager) during the proposal process is essential to the successful performance of this contract. The Contractor shall ensure that this specific individual is available and actively performing the required duties for the entire duration of the contract.

(b) Performance Verification:

To verify the Contractor's intent and readiness to perform, the Government will conduct a post-award kickoff meeting prior to or immediately following the commencement of performance. The Contractor is required to present the designated Key Personnel at this meeting to confirm their identity, availability, and active participation on the contract.

(c) Restriction on Substitution:

The Contractor shall not unilaterally substitute, replace, or divert Key Personnel. Any substitution or replacement requires the prior written approval of the Contracting Officer (KO) *before* the change takes effect. If a substitution becomes unavoidable (e.g., due to sudden illness, death, or termination of employment), the Contractor must notify the KO in writing immediately, and no later than fifteen (15) calendar days prior to any planned substitution, providing a detailed explanation of the circumstances necessitating the change.

(d) Replacement Qualifications ("Equal or Greater" Standard):

In the event a substitution is requested, the Contractor must demonstrate that the proposed replacement candidate possesses qualifications (including education, experience, and certifications) that are equal to or greater than those of the individual originally proposed and evaluated for the contract award. The Contractor shall submit a comprehensive resume, certifications, and a signed Letter of Commitment for the proposed substitute to the KO for evaluation.

(e) Right of Refusal & Default:

The Government reserves the right to evaluate and reject any proposed substitute who does not meet the "equal or greater" standard or the minimum requirements established in the Performance Work Statement (PWS). Unauthorized or unapproved substitution of Key Personnel (a "bait and switch"), or the continuous failure of the Contractor to provide an acceptable replacement meeting the required standard, shall be considered a material breach of contract and may serve as grounds for Termination for Default (or Cause).

*** END OF NARRATIVE ***

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.213-4	Terms and Conditions-Simplified Acquisitions (Noncommercial). (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.228-5	Insurance-Work on a Government Installation.	1997-01		
52.237-3	Continuity of Services.	1991-01		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		

52.245-1 Government Property. 2021-09

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7004	Display of Hotline Posters.	2023-01		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	2023-01		
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	2023-01		
252.226-7003	Drug-Free Work Force.	2024-08		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.245-7003	Contractor Property Management System Administration	2025-01		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-8	Option to Extend Services.	1999-11		

Option to Extend Services (Nov 1999)

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

(End of clause)

52.217-9	Option to Extend the Term of the Contract.	2000-03
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Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 DAYS[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 DAYS days[60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 MONTHS(months) (years).

(End of clause)

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7050	Disclosure of Ownership or	2022-12		

Control by the Government of a Country that is a State Sponsor of Terrorism.

252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05
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252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06
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FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(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)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [] does, [X] 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.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05
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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)

252.215-7008 Only One Offer.

2022-12

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable. Require submission of data other than certified cost or pricing data from the offeror only to the extent necessary to determine price reasonableness, and only if adequate data from other sources are not available [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.226-7002	Representation for Demonstration Project for Contractors Employing Persons with Disabilities.	2019-12
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REPRESENTATION FOR DEMONSTRATION PROJECT FOR CONTRACTORS EMPLOYING PERSONS WITH DISABILITIES (DEC 2019)

(a) Definitions. As used in this provision-

"Eligible contractor" means a business entity operated on a for-profit or nonprofit basis that-

(1) Employs severely disabled individuals at a rate that averages not less than 33 percent of its total workforce over the 12-month period prior to issuance of the solicitation;

(2) Pays not less than the minimum wage prescribed pursuant to 29 U.S.C. 206 to the employees who are severely disabled individuals; and

(3) Provides, for its employees, health insurance and a retirement plan comparable to those provided for employees by business entities of similar size in its industrial sector or geographic region.

"Severely disabled individual" means an individual with a disability (as defined in 42 U.S.C. 12102) who has a severe physical or mental impairment that seriously limits one or more functional capacities.

(b) Demonstration Project. This solicitation is issued pursuant to the Demonstration Project for Contractors Employing Persons with Disabilities. The purpose of the Demonstration Project is to provide defense contracting opportunities for entities that employ severely disabled individuals. To be eligible for award, an offeror must be an eligible contractor as defined in paragraph (a) of this provision.

(c) Representation. The offeror represents that it [] is [] is not an eligible contractor as defined in paragraph (a) of this provision.

(End of provision)

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

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

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

Price

Technical Proposal

Past Performance

However, the Government reserves the right to award to other than the lowest priced offeror if a higher priced proposal provides greater value.

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The

evaluation of options does not obligate the Government to exercise the option(s).

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

(End of provision)

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-1	Small Business Program Representations. (Deviation 2026-O0038)	2026-02		

Small Business Program Representations (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

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 concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

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 (b) of this provision.

(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 means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by 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

(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 paragraph (1) of this definition.

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) The North American Industry Classification System (NAICS) code for this acquisition is 541611[insert NAICS code].

(2) The small business size standard is 24,500,000[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 (i.e., nonmanufacturer), 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.

(c) Representations.

(1) 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) [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 disadvantage business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer 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: ____.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer 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: ____.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it [] is, [] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [_____] The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [_____] The 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 must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

- (2) Subject to administrative remedies, including suspension and debarment; and
- (3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06
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Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

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

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

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

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if-

- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
- (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
- (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that
- (1) It ☐ is ☒ is not a foreign person; and
- (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror must select one] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-
- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.
- (f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR

52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

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

(End of provision)