

# 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"/> DISADVANTAGED <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)		
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 <input type="checkbox"/> RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	
				13b. RATING	
				14. METHOD OF SOLICITATION REQUEST <input type="checkbox"/> REQUEST <input type="checkbox"/> INVITATION <input type="checkbox"/> FOR QUOTE <input type="checkbox"/> FOR BID <input type="checkbox"/> FOR 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			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
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> )	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <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"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  <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 </div> <div style="width: 35%;"> <input type="checkbox"/> 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: </div> </div>					
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

## **Section A - Solicitation/Contract Form**

### **Geochemical Analyses of the Coso Geothermal Field and Coso Hot Springs Monitoring Program**

This will be a single-award contract consisting of one (1) base year and four (4) option years. The purpose of this contract is to support the Navy Geothermal Program Office (GPO) in utilizing geochemical analysis to monitor field health, manage resources, and oversee fluid augmentation at the Coso geothermal field, located at Naval Air Weapons Station China Lake (NAWSCL).

All analytical services under this contract shall be performed at the Contractor's and/or Subcontractor's laboratories and facilities. Sample and data collection for the Coso Hot Springs (CHS) Monitoring Program will be conducted by GPO staff, while collection for the geothermal field fluid-geochemistry monitoring will be executed by the Coso Operating Company, LLC. All collected data and samples will be consolidated by the GPO and subsequently disseminated to the Contractor for analysis.

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

### Additional Information/Notes

The Government contemplates awarding a Single Award Fixed Price (FFP) contract, with a base ordering period of 12 months, and a four (12) month option periods. This acquisition is 100% Set-Aside for Small Business. The North American Industry Classification System (NAICS) code for this procurement is - 541690 -- Other Scientific and Technical Consulting Services, and the small business size standard is \$16.5M.

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>Geochemistry analysis &amp; updating: The Contractor is required to perform in the following areas: updating fluid-geochemistry database, performing field health and fluid augmentation monitoring and analysis, and providing recommendations for geochemical sampling techniques and process at the Coso geothermal field located at Naval Air Station (NAWS), China Lake, CA.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Job		
Option Line Item 0002	<p>Option Year 1 Geochemistry analysis &amp; updating: The Contractor is required to perform in the following areas: updating fluid-geochemistry database, performing field health and fluid augmentation monitoring and analysis, and providing recommendations for geochemical sampling techniques and process at the Coso geothermal field located at Naval Air Station (NAWS), China Lake, CA. CHS Monitoring, Analysis and Reporting: The Contractor is required to prepare yearly reports based on the CHS monitoring program. These reports will list and provide analysis from data collected from the CHS area.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Job		
Option Line Item 0003	<p>Option Year 2 Geochemistry analysis &amp; updating: The Contractor is required to perform in the following areas: updating fluid-geochemistry database, performing field health and fluid augmentation monitoring and analysis, and providing recommendations for geochemical sampling techniques and process at the Coso geothermal field located at Naval Air Station (NAWS), China Lake, CA. CHS Monitoring, Analysis and Reporting: The Contractor is required to prepare yearly reports based on the CHS monitoring program. These reports will list and provide analysis from data collected from the CHS area.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Job		

Option Line Item 0004	<p>Option Year 3 Geochemistry analysis &amp; updating: The Contractor is required to perform in the following areas: updating fluid-geochemistry database, performing field health and fluid augmentation monitoring and analysis, and providing recommendations for geochemical sampling techniques and process at the Coso geothermal field located at Naval Air Station (NAWS), China Lake, CA. CHS Monitoring, Analysis and Reporting: The Contractor is required to prepare yearly reports based on the CHS monitoring program. These reports will list and provide analysis from data collected from the CHS area.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Job		
Option Line Item 0005	<p>Option Year 4 Geochemistry analysis &amp; updating: The Contractor is required to perform in the following areas: updating fluid-geochemistry database, performing field health and fluid augmentation monitoring and analysis, and providing recommendations for geochemical sampling techniques and process at the Coso geothermal field located at Naval Air Station (NAWS), China Lake, CA. CHS Monitoring, Analysis and Reporting: The Contractor is required to prepare yearly reports based on the CHS monitoring program. These reports will list and provide analysis from data collected from the CHS area.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Job		

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

### **NAVFAC EXWC**

#### **Performance Work Statement (PWS)**

#### **For**

#### **Geothermal Program Office, SH15**

#### **Geochemical Analyses of the Coso Geothermal Field and Coso Hot Springs Monitoring Program**

### **1 BACKGROUND**

The Navy Geothermal Program Office (GPO) uses geochemical analysis as a tool to monitor field health, resource management, and fluid augmentation at the Coso geothermal field (Coso) located at Naval Air Weapons Station China Lake (NAWSCL). A fluid-geochemistry database, as well as a time-trend analysis of indicator constituents, is established and requires annual updates. This geochemical work is conducted in support of contract N68711-05-C-0001 entitled: Geothermal Resource Development, Naval Air Weapons Station at the Coso Project.

The Coso Hot Springs (CHS) monitoring program was initiated by GPO in 1978 to gather baseline data on the surface and near-surface thermal activity in and around the CHS. Prior years' monitoring reports have expanded to include other active thermal surface features in the area, including the East Flank. The purpose of the yearly CHS monitoring reports is to document changes in the physical and chemical parameters of surface manifestations and to gain insight into the geology and hydrology of the near surface geothermal activity in the CHS area. Establishing an unambiguous and quantitative baseline permits comparison of conditions over a period of multiple years.

### **2 GENERAL REQUIREMENTS**

#### **2.1 Place of Performance**

Services under this contract shall be performed at the Contractor's, and/or Subcontractor's, laboratories and facilities. Sample and data collection for the CHS will be performed by GPO staff, while sample and data collection for the geothermal field fluid-geochemistry monitoring will be performed by Coso Operating Company, LLC. All data will be provided to GPO; GPO will disseminate to the contractor.

#### **2.2 Period of Performance**

The period of performance shall be one year from date of award for the base year and subsequent option years. Contract deliverables shall be prepared and submitted in accordance with the specifications and schedules defined in Sections 4 and 5 of this PWS.

#### **2.3 Access, Security and Safety Requirements**

The contractor shall be responsible for safeguarding all government equipment, information, and property provided for contractor use. Access to the Coso Geothermal Field is not required under this contract. However, in the event access is deemed necessary after discussing the need for access with GPO, all the access must be coordinated through. The Contractor must supply appropriate Personal Protective Equipment (PPE) for their employees.

#### **2.4 Contractor Furnished Property**

The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract.

#### **2.5 Key Personnel**

The government considers the following personnel as key personnel: Subject Matter Expert (SME). The contractor shall provide SME(s) who shall be responsible for the performance of the work and possess the qualifications described below.

Geothermal Geochemist: SME with at least five years of experience working on the geochemistry of two phase volcanic geothermal systems. Must have prior knowledge of liquid and steam geochemistry through granite-hosted geothermal systems and the effects of multiple injection fluids into that system. Must have knowledge of multi-phase isotopes within geophysical, hydrologic, and geothermal systems.

Geothermal Geochemist: SME with at least five years of experience monitoring hot springs and relating hot spring behavior to natural patterns and actively producing geothermal fields.

#### **2.6 Contractor Travel**

Travel is not required under this contract. However, in the event travel is deemed necessary after discussing the need with GPO, the Contractor will be authorized for travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the Contracting Officer's Representative (COR).

## **2.7 Quality Assurance and Quality Control**

The Contractor shall both compile and evaluate the quality of the new and historic geochemical and isotope data using established industry-standard quality assurance (QA) and quality control (QC) protocols. The Contractor shall submit an electronic copy of the QA/QC protocols and data quality report as appendices to their respective reports. The Contractor shall recommend and establish (with GPO approval) additional QA/QC protocols for new analyses as they are added to each of the three datasets, Coso well geochemistry, CHS geochemistry, and isotope data into a single Coso geochemical database described in Section 4.1 below.

The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). The primary focus of this plan is on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the government will apply performance standards, the frequency of surveillance, and the minimum acceptable defect rate(s).

## **2.8 Type of Contract**

The Government will award a firm fixed price contract with a base year plus four option years.

## **3 GOVERNMENT FURNISHED INFORMATION**

### **3.1 Data Rights**

The GPO will provide Government Furnished Information (GFI) as necessary to complete tasking. GFI may consist of data samples, tables, maps, models, and other technical, administrative or management documentation including plans, policies, processes, procedures, methodologies, historical reference materials (including prior examples of previously completed artifacts). Contractor personnel performing work under this contract will not require access to classified information.

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the grids and input parameters of any models, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. The Contractor may not use these data, findings, documents and materials for external publication without written permission from the COR and Coso Operating Company, LLC. The Contractor may not sell these documents and materials without written permission from the Contracting Officer and Coso Operating Company, LLC. All materials supplied to the Government shall be the property of the Government and the Contractor may not use them for any other purpose. This right does not abrogate any other Government rights.

## **4 SPECIFIC TASKS**

### **4.1 Generate a Single Coso Geochemical Database**

The Contractor shall combine the existing Coso well geochemistry and CHS geochemistry datasets into a single database. This database will be updated annually with Coso well geochemical data and CHS geochemical data provided to the Contractor by GPO. In addition, the Contractor shall add isotope data from Coso and adjacent areas to this Coso Geochemical Database.

Coso well geochemistry dataset shall include all geochemical analyses and calculations from brine and gas samples from the Coso wellfield. The Coso well geochemistry dataset includes analytical results such as major constituents, minor and trace element constituents, gaseous species, and geothermometers, as well as standard chemical measurements such as enthalpy, pH, and Total Dissolved Solids (TDS).

GPO shall collect bi-annual samples at, but not limited to, six (6) established sample locations at the CHS. The Contractor shall cover the cost of the geothermal suite sample analysis at an appropriately equipped laboratory and share the results of the analysis as an appendix to the annual report (Section 4.3). The Contractor shall update the established CHS monitoring dataset of all geochemical analyses and calculations from fluid samples and add them to the Coso Geochemical Database. In the event a sample location must be changed, GPO will inform the contractor and agree upon an alternative sample location. Regardless of sample location, the number of sites sampled will remain the same (6).

The Contractor shall add isotope data from wells and springs at Coso and the immediate surrounding areas including, but not limited to, Rose Valley and CHS. The isotope data will be comprised of all available historic isotope data including, but not limited to, Oxygen and Deuterium isotopes. For each year of this contract, samples will be collected from five (5) key wells within Coso and at all six (6) CHS fluid sampling locations and analyzed for Oxygen and Deuterium. The Contractor shall cover the cost of the isotope sample analysis as part of the CHS monitoring samples at an appropriately equipped laboratory, which will only be collected once per year in the spring. The results of these analyses will be added to the Coso Geochemical Database annually where they will be used to track changes over time. Interpretations of isotope data will be included in the Coso Geochemistry Report (Section 4.2) and as necessary in the CHS Monitoring Report (Section 4.3).

### **4.2 Coso Geochemistry Analysis Report**

The Contractor shall continue the compilation and evaluation of all Coso geochemical analyses from brine and gas samples and calculations thereof and isotopes to track the health and evolution of Coso. The Coso Geochemical Database and associated calculations shall be used to assess fluid migration and saturation, injection efficiency, upflow, outflow, fluid origin, and reservoir response to fluid influx from various sources including natural recharge, peripheral waters, and all forms of injectates. Mapping and cross-sections should be used as much as possible to show spatial relationships and fluid pathways. These interpretations will be used to update and refine the conceptual model of Coso.

The Contractor shall investigate and recommend new techniques and processes which will contribute to understanding the geochemistry of Coso, particularly the relationship of reservoir injected fluids to host rock, source rock, heat source, reservoir conduits (plumbing), water augmentation, other physical parameters, and time.

The Contractor shall provide their analysis, interpretations, findings, and recommendations in a detailed report for each calendar year of data collected under this contract.

### 4.3 CHS Monitoring Analysis Report

The Contractor shall review, evaluate, and analyze data sets acquired for each calendar year of the contract. The report contains five (5) principal data sets: groundwater measurements from select water wells, physical measurements of hot springs, fumaroles, and/or mud pots, fluid chemistry of select samples, photographic documentation, and local meteorological data. These datasets, in addition to isotopes described in Section 4.1 above, shall comprise all data to be evaluated and incorporated into the report. The Contractor shall organize and analyze data with a focus on describing changes, or lack thereof, in the measured parameters over the data-gathering period. The Contractor shall determine how data and analyses can best be presented to convey to the reader what changes have occurred during each reporting year.

## 5 APPLICABLE PUBLICATIONS / FORMAT OF DELIVERABLES

Reports will be Microsoft Office (Word, PowerPoint, Excel) and portable document format (pdf). The Coso Geochemical Database will be provided in Microsoft Excel format. Reports will be formatted consistent with prior years' Coso geochemistry and CHS monitoring reports, which will be made available to the Contractor upon request. The Contractor shall organize one teleconference-enabled meeting each year to present results of the Coso geochemistry and isotope analysis prior to submitting the draft report. Both the Coso geochemistry and CHS monitoring draft reports shall be reviewed by the GPO before final report submittal for editorial accuracy and compliance with good technical, scientific, and graphics standards. All comments will be supplied to the Contractor within 10 business days of receipt, and the Contractor shall make the necessary changes to the reports within 10 business days and submit the final report therein. In the event more time is needed, the request will be made to the COR, or the Contractor, in writing.

The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. In all cases, work must be performed in accordance with federal, state, local and installation laws, regulations, and instructions.

## 6 TECHNICAL REQUIREMENTS

Contractor deliverables are identified in Table 1.

Table 1 - Deliverables

CDRL	Required Product	Due Date
A001	Base Year Coso Hot Springs Monitoring Analysis CY26	2/15/2027
A002	Base Year Geochem Analysis and Database Update CY26	4/15/2027
A003	Option Year 1 Coso Hot Springs Monitoring Analysis CY27	2/15/2028
A004	Option Year 1 Geochem Analysis and Database Update CY27	4/15/2028
A005	Option Year 2 Coso Hot Springs Monitoring Analysis CY28	2/15/2029
A006	Option Year 2 Geochem Analysis and Database Update CY28	4/15/2029
A007	Option Year 3 Coso Hot Springs Monitoring Analysis CY29	2/15/2030
A008	Option Year 3 Geochem Analysis and Database Update CY29	4/15/2030

A009	Option Year 4 Coso Hot Springs Monitoring Analysis CY30	2/15/2031
A010	Option Year 4 Geochem Analysis and Database Update CY30	4/15/2031

## **7 CONTACT INFORMATION**

Contracting Officer's Representative (COR) and Primary POC:

Jade Zimmerman, 564-226-6256, jade.a.zimmerman.civ@us.navy.mil

Additional POC:

Stephanie Nale, 564-226-0057, stephanie.m.nale.civ@us.navy.mil

## **Requirements**

Geothermal Program Office, SH15 Geochemical Analyses of the Coso Geothermal Field and Coso Hot Springs Monitoring Program



## Section D - Packaging and Marking

### D1. PREPARATION FOR DELIVERY

(a) All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

### D2. CLASSIFIED MATERIAL

Classified material, if applicable, will be packed and shipped in accordance with transmission instructions contained in the "Industrial Security Manual for Safeguarding Classified Information" and Applicable Security Requirements Guide.

### D3. PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited.

### D4. MARKING OF SHIPMENT

(a) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Marking for Shipment and Storage, current version.

(b) Each shipment of material and/or data shall be clearly marked to show the following information, unless otherwise specified in individual task orders issued under the contract:

SHIP TO: MARK FOR: Contract # N3943026R7001

NAVFAC EXWC Contracts Department

Code CON77

Naval Base Ventura County

1100 23rd Avenue, Bldg. 1100

Port Hueneme, CA 93043-4301

A copy of each transmittal letter shall be forwarded to:

NAVFAC EXWC COR: Jade Zimmerman

## Section E - Inspection and Acceptance

### E1. INSPECTION

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by Government within 7 days after receipt of materials at destination for supplies and services.

### E2. ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

### E3. GOVERNMENT QUALITY ASSURANCE

In accordance with FAR 52.246-4 INSPECTION OF SERVICES FIXED PRICE (AUG 1996) and 52.246-9, Inspection of Research and Development (Short Form) (Apr 1984) clause, the services rendered under this contract is subject to Government inspection during both contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor.

### Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: N39430 CountryCode: USA</p> <p>NAVFAC SYSTEMS AND EXP WARFARE CTR EXPEDITIONARY WARFARE CENTER, 1000 23RD AVE PORT HUENEME, CA 93043-4301 UNITED STATES</p> <p>Jade Zimmerman, COR Email: jade.a.zimmerman.civ@us.navy.mil Telephone: 805-663-3984</p>
Option Line Item 0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: N39430 CountryCode: USA</p> <p>NAVFAC SYSTEMS AND EXP WARFARE CTR EXPEDITIONARY WARFARE CENTER, 1000 23RD AVE PORT HUENEME, CA 93043-4301 UNITED STATES</p> <p>Jade Zimmerman, COR Email: jade.a.zimmerman.civ@us.navy.mil Telephone: 805-663-3984</p>
Option Line Item 0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: N39430 CountryCode: USA</p>

NAVFAC SYSTEMS AND EXP WARFARE CTR  
EXPEDITIONARY WARFARE CENTER, 1000 23RD AVE  
PORT HUENEME, CA 93043-4301  
UNITED STATES

Jade Zimmerman, COR  
Email: jade.a.zimmerman.civ@us.navy.mil  
Telephone: 805-663-3984

## Section F - Deliveries or Performance

### F.1 TERM OF CONTRACT AND PERIOD OF PERFORMANCE

(a) The resulting Firm Fixed Price (FFP) Contract with a period of performance of 365 days and four option years.

### F.2 CONTRACT PERIOD OF PERFORMANCE

Firm Fixed Price Contract Type CLIN 0001: The period of performance for CLIN 0001 is for 365 days from the date of award.

### F3. OPTION PERIOD TO EXTEND SERVICES

The Option Period to Extend Services for Firm-Fixed Price CLIN 0002-0005 shall not exceed a total extension of twelve (12) months per CLIN. This period shall apply only if the Government exercises the option in accordance with FAR 52.217-8.

### F.4 DELIVERY OF DATA

Data shall be delivered in accordance with the schedules and destinations specified in the Performance Work Statement issued hereunder.

### F.5 PLACE OF PERFORMANCE AND DELIVERY

Field work will be performed at the Coso geothermal plant, and data analysis will be performed at contractor's lab.

### F.6 CONTRACT NOTICE REGARDING LATE DELIVERY

In the event the contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or date, or in meeting any of the order requirements of the contract, the Contractor shall immediately provide written notification to the Contracting Officer, via the cognizant Contract Administration Services Office.

### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

### Overall Contract Delivery Period

Contractor  
Destination

## Section G - Contract Administration Data

### G.1 TYPE OF CONTRACT

This contract is a Firm Fixed Price contract.

### G.2 AWARD AMOUNT/FUNDING SCHEDULE

Payment schedules can be proposed by the offeror and included in the contract award.

### G.3 INVENTION DISCLOSURES AND REPORTS

In accordance with the requirements of the Patent Rights Clause of this contract, the Contractor shall submit DD Form 882, Report of Inventions and Subcontracts along with written disclosures of inventions to the contract administrator.

In accordance with the requirements of the Patent Rights Clause of this contract, the Contractor shall submit DD Form 882, Report of Inventions and Subcontracts along with written disclosures of inventions to the contract administrator.

### G.4 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

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

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

(c) The contracting officer is the only person authorized to approve changes in any of the requirement of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the contracting officer's. In the event the contractor effects any changes at the direction of any person other than the contracting officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in changes incurred as a result thereof. The address and telephone number of the contracting officer is:

NAME: Nicole Valencia (or any Contracting Officer with the appropriate warrant)

ADDRESS: Naval Facilities Engineering Command

NAVFAC EXWC

Code CON77

Naval Base Ventura County

1100 23rd AVE Bldg. 1100

Port Hueneme, CA 93043-4347

### G.5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The COR for this contract is:

Name: Jade Zimmerman

Mailing Address: NAVFAC EXWC 1100 23rd Avenue

Port Hueneme, CA 93043-4328

(b) The COR will act as a Contracting Officer's Representative for technical matters, providing technical clarification, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of the Contractor's performance.

(c) The COR is not an Administrative Contracting Officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the statement of work. When in the opinion of the contractor, the COR requests effort outside of the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer. No action shall be taken by the contractor until the Contracting Officer has issued a modification to the contract or until the issue has otherwise been resolved.(d) In the event that the COR name above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be responsibility of the Alternate COR

**DFARS Clauses Incorporated by Reference**

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

**DFARS Clauses Incorporated by Full Text****252.232-7006 Wide Area WorkFlow Payment Instructions.****(Jan 2023)****WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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

**2-IN-1 Invoice**

(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.

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

Other DoDAAC(s)	==
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(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.

NAVFAC\_EXWC\_ACQ77@US.NAVY.MIL

EXWC\_FM\_VENDOR\_PMT\_SERVICES@US.NAVY.MIL=

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

(End of clause)



## Section H - Special Contract Requirements

### H.1 PLANT ACCESS

The Government Contracting Officer's Representative (COR) and the authorized Government personnel shall be allowed access to the contractor's facilities in which work under this contract is being performed during normal working hours as long as visiting government personnel has completed with the visit planning and coordination requirements of FAR 42.402.

### H.2 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

If performance of any work under this contract is required at a Navy facility, the Contractor shall contact the Navy Occupational Safety and Health Office prior to performance of ANY work under this contract. Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal, and/or Navy regulations (i.e. Occupational Safety and Health Manual) protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities. Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (a) wear appropriate safety equipment and clothing, (b) are familiar with all relevant emergency procedures should an accident occur, and (c) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the facility where work is performed. The Contractor's Safety and Health

Program shall comply with the U.S. Army Corps of Engineer (USACE) "Safety and Health Requirements Manual," EM-385-1-1, November 2014 or latest edition; United Facilities Guide Specifications (UFGS), November 2015 or latest edition; and any other relevant Federal, State, and local statutes and regulations.

### H.3 PERFORMANCE AT GOVERNMENT INSTALLATION

The contractor shall be required to furnish to the security department, at least 10 days in advance of the Government of the contract, the name(s) and place(s) of birth of individual(s) who shall be performing the services.

### H.4 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(a) Pursuant to Navy policy applicable to both Government and Contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government work areas

(b) Furtherance of the Navy's drug control program, unannounced periodic inspection of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied workspaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personal possessions or entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation or can be release to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on military vessel/installation my lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

H.5 HOLIDAYS (a) All or a portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the government installation on these days.

#### NAME OF HOLIDAY TIME OF OBSERVANCE

New Year's Day - 1 January

Martin Luther King, Jr. Day - Third Monday in January

President's Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth National Independence Day 19 June

Independence Day 4 July

Labor Day - First Monday in September

Columbus Day - Second Monday in October

Veteran's Day - 11 November

Thanksgiving Day - Fourth Thursday in November

Christmas Day - 25 December

#### H.6 EMPLOYMENT OF GOVERNMENT PERSONNEL

In performing this contract, the contractor will not use as a consultant or employee (either full or part time) any active-duty personnel (civilian or military) without prior approval from the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DoD or navy instructions, regulations, or policies might possibly be contravened and no appearance of conflict of interest will result.

#### H.7 INFORMATION TECHNOLOGY

This contract is not for the procurement of information technology (hardware or software). This must be approved by the contracting officer in writing.

## Section I - Contract Clauses

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	Jun 2020	Alternate I	Nov 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0038)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.224-3	Privacy Training.	Jan 2017		
52.224-3	Privacy Training. (Alternate I)	Jan 2017	Alternate I	Jan 2017
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.215-7015	Program Should-Cost Review.	Nov 2019		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.235-7011	Final Scientific or Technical Report.	Dec 2019		
	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-			

252.240-7997 O0025)  
252.243-7002 Requests for Equitable Adjustment.  
252.247-7023 Transportation of Supplies by Sea.

Feb 2026 Deviation 2026-O0025 Feb 2026  
Dec 2022  
Oct 2024

## FAR Clauses Incorporated by Full Text

<b>52.212-5</b>	<b>Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. Alternate II (DEVIATION 2025-O0003)</b>	<b>(Mar 2025)</b>	<b>Alternate II Deviation 2025-O0003</b>	<b>(Mar 2025) (Mar 2025)</b>
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*Alternate II (MAR 2025) (DEVIATION 2025-O0003).*

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than-

- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)
- (ii) does not flow down; and

- (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

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

(D) 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).

(E) 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).

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

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

(2) Alternate I (Dec 2023) 52.204-30.

(H) 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.

(I) [Reserved]

(J) [Reserved]

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

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

(M) 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.

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

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

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

(P) 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).

(Q) 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).

(R) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989).

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

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

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

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

(V) 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).

(W) 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.

(X) 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.

(Y) 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.).

(Z) 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.

**52.217-9 Option to Extend the Term of the Contract.**

**(Mar 2000)**

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days. 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 60 months.

(End of clause)

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

**(Feb 2026)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege 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)

## **DFARS Clauses Incorporated by Full Text**

**252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)**

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

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

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

"Current" means-

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

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

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

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

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

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

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

(2) With regard to Final CMMC Status-

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

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

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

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

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

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

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

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

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

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

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

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

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

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

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

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

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

(d) *Requirements.* The Contractor shall-

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

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

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

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

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

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

(e) *Reporting.* The Contractor shall-

(1) Submit to the Contracting Officer-

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

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

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

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

(f) *Subcontracts.* The Contractor shall-

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

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

(End of clause)

## 252.211-7003 Item Unique Identification and Valuation.

(Jan 2023)

### ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

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

"Concatenated unique item identifier" means-



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

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

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

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

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

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

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

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

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

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

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

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

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

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

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

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

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

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

(c) *Unique item identifier.*

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

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

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

=====	=====
=====	=====
=====	=====

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

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

=====	=====
=====	=====
=====	=====

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier.*

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

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

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

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

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) \_\_\_\_\_, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

## 252.235-7010 Acknowledgment of Support and Disclaimer.

(May 1995)

### 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)

## Section J - List of Attachments

### Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	Attachment A - QASP	Surveillance Plan		17 Jun 2026
02	Attachment C - Financial Questionnaire			17 Jun 2026
03	Past Performance Questionnaire (PPQ)			17 Jun 2026
04	PIEE Solicitation Module Vendor Access Instructions			17 Jun 2026
05	RFI Form			17 Jun 2026
06	Wage Determination 2015-5603	Wage Determination		17 Jun 2026

## Section K - Representations, Certification, & Other Statements

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-00038)	Feb 2026		

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-00014)	Aug 2024	Deviation 2024-00014	Aug 2024

### FAR Clauses Incorporated by Full Text

<b>52.212-3</b>	<b>Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)</b>	<b>(Mar 2025)</b>	<b>Deviation 2025-O0004</b>	<b>(Mar 2025)</b>
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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.	Country of Origin	Exceeds 55% domestic content (yes/no)
==	==	==
==	==	==
==	==	==

[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.	Country of Origin	Exceeds 55% domestic content (yes/no)
==	==	==
==	==	==
==	==	==

[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 II 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. (S)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. (S) 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. (S)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. (S) 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 (1)(3) through (1)(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 CFR 1.6049-4;

☐ 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)

## **52.229-11 Tax on Certain Foreign Procurements-Notice and Representation.**

**(Jun 2020)**

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

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

## DFARS Clauses Incorporated by Full Text

### 252.204-7007 Alternate A, Annual Representations and Certifications.

(Oct 2025) Alternate A (Oct 2025)

#### ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

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

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

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

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

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$200,000 or more.

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

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

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

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

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

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

☐ Use with Alternate I.

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

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

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) 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 provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

**252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation.****(Dec 2019)****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, ☐ 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.****(May 2021)****PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)**

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

**252.232-7015 Performance-Based Payments-Representation.**

**(Dec 2022)**

PERFORMANCE-BASED PAYMENTS-REPRESENTATION (DEC 2022)

(a) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(b) The Offeror represents that its financial statements are ☐ are not ☐ in compliance with Generally Accepted Accounting Principles.

(End of provision)

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

### **52.212-1 INSTRUCTIONS TO OFFERORS- ADDENDUM**

#### **PREPARING AND SUBMITTING PROPOSALS**

The provisions of FAR 52.212.1, Instructions to offerors, apply to this procurement, as noted in block 27.a. of the standard form 1449 (the first page of the solicitation). Additionally, the instructions herein, a. through f., apply and are provided as addendum to the referenced 52.212.1. All proposals shall include content as identified below. All proposals shall be submitted through the solicitation module in PIEE No Later Than (NLT) 4:00 PM Pacific Standard Time (PST), **10 July 2026**.

#### **INQUIRIES BY PROSPECTIVE OFFERORS**

Offerors may submit questions, or request clarification of, any aspect of this solicitation to the Contract Specialist, via electronic mail to stanley.j.zgrzepski.civ@us.navy.mil using the RFI form (Attachment J-05). Please include the following in the email subject line: N39430-26-R-7001 Geochemical Analyses of the Coso Geothermal Field and Coso Hot Springs Monitoring Program Questions. The offeror must include the company name in the subject line of the email.

#### **ORGANIZATION OF OFFER**

Organization and Content. Each offer shall contain all pertinent information in sufficient detail to conduct an effective evaluation. The information shall be organized as follows:

- a. Cover Letter
- b. SF 1449
- c. Volume I - Technical Proposal (Shall be submitted in MS Word or Adobe PDF)
- d. Volume II - Price Proposal (Shall be submitted in MS EXCEL)
- e. VETS-4212 Report Submission Confirmation (or Statement of Non-Applicability)
- f. Responsibility Determination

#### **SUBMISSION OF OFFERS**

Signed and dated offers must be received through the solicitation module in PIEE by the specified due date 10 JULY 2026. The technical proposal must address the evaluation factors and include all required documentation.

The documentation shall be provided in volumes formatted as described below:

Volume I- Technical Proposal (shall be submitted in MS Word or Adobe PDF)

Factor 1: Technical Capability- 5-page limitation

Factor 2: Past Performance- 10-page limitation

Factor 3: Safety - 5-page limitation

Volume II -Price Proposal (shall be submitted in MS EXCEL)

Factor 4: Price- unlimited page limitation

1. Each volume shall contain a detailed table of contents to outline the subparagraphs within that volume. Tab indexing shall be used to identify sections.

2. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

Glossaries do not count against page limitations.

3. Submission of Offers shall be typewritten and shall be single-spaced using 12-point Times New Roman font print. Page limits, if stipulated, shall be adhered to. Pages which exceed the limits identified above will not be considered in the evaluation. Each section

shall start on a new page; pages shall be sequentially numbered and identified with the name of the offeror and the solicitation number. The Cover Letter, personnel resumes, blank pages, table of contents, glossaries, CPARS forms, Past Performance Questionnaires, and indexes are not considered a "page" for page limit purposes.

4. The price offered shall be for the sum total of each priced CLIN, inclusive of all five (5) CLINS: 0001, 0002, 0003, 0004, 0005. The price offered in the proposal shall be clearly indicated. A price volume, marked as Volume II, shall be submitted as a separate file from the technical volume, marked as Volume I and described below. No pricing shall be indicated within the technical volume.

## **SUBMISSION CONTENT AND INSTRUCTIONS**

The proposal shall contain all pertinent information in sufficient detail to conduct an effective evaluation. The Offeror's initial offer should contain the Offeror's best terms from a price and technical standpoint.

The information shall be submitted as follows:

**(a) Cover Letter.** Offers must include or identify the following:

- The solicitation number;
- The time specified in the solicitation for receipt of offers;
- The name, address, telephone number, and email address of the Offeror;
- The DUNS Number and CAGE Code of the Offeror;
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation;
- The names, titles, telephone number, and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation and;
- The name, title, and signature of persons authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.
- Identification of any potential conflicts of interest, or if none, so state.
- Offers shall have completed the annual Representations and Certifications electronically via the SAM website accessed through <https://www.acquisition.gov> (see FAR 52.212-3(b)(2)); and

## **(b) SF 1449**

- Acknowledgment of Solicitation Amendments (if applicable). Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation, may be excluded from consideration.

## **(c) Volume I- Technical Proposal** (in MS Word or Adobe PDF)

### **Factor 1: Technical Capability**

The offeror shall identify all Key Personnel proposed to perform the work for this requirement, including a Geothermal Geochemistry Subject Matter Expert (SME) and a Field Technician. The SME shall have a bachelor's degree and 5 years' experience with analyzing and interpreting geochemistry of two-phase volcanic geothermal systems, reporting results within the context of an active geothermal system. The SME must also demonstrate knowledge of liquid and steam geochemistry and steam flow through geothermal infrastructure. The Field Technician shall have 2 years' experience with tracing steam in an active geothermal field through pipelines with varying flow rates using a vapor-phase tracer.

Firms shall demonstrate that the proposed key personnel have the capability to manage work and to meet the requirements specified in the solicitation. For each Key Personnel position, offerors shall provide a resume for the proposed individual that will fill the position. Each resume shall not exceed three (3) pages in length. The offeror shall submit a narrative document describing one project performed as prime or subcontractor that best describes experience on relevant projects that are similar in scope to the work described in the solicitation. The page limitation for Factor 1 is 5 pages. At a minimum, the Offeror shall include in their proposal:

- Project must reference geochemical and steam flow analysis work experience with a fluid producing geothermal field.

For the purposes of this evaluation, a relevant project is further defined as a government or commercial contract/project, completed by the Offeror within the last five years (from the proposal due date of this solicitation). Such projects shall be directly related to geothermal resource management, and the relationship to the work described in the PWS shall be clearly stated. A project is defined as a complete effort performed under a single task order or contract/subcontract.

**Factor 2: Past Performance**

Solicitation Submittal Requirements: Submitted Narrative Statements are not to exceed a total page limit of ten (10) pages. Past performance evaluation forms shall not count towards the page limit. Offerors may submit past performance information on up to five projects/contracts within the past five (5) years, considering the issue date of the solicitation, that demonstrate the offeror's ability to successfully deliver products and services that are similar to the work described in the performance work statement. If the offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects may be submitted for the Joint Venture members. Offerors are still limited to a total of five (5) projects. If an offeror is utilizing experience information of affiliates, the proposal shall clearly demonstrate how the affiliate will have meaningful involvement in the performance of the contract. The Offeror may utilize experience of a subcontractor that will perform major or critical aspects of the requirement to demonstrate construction experience under this evaluation factor. The Offer must provide a letter of commitment from the subcontractor and an explanation of the meaningful involvement that the subcontractor will have in performance of this contract. For each project/contract, there are two submittal requirements: (1) past performance evaluation forms; and (2) a narrative statement:

(1) Past Performance Evaluation Forms - For each project/contract, the offeror must submit a completed Contractor Performance Assessment Reporting System (CPARS) evaluation or a Past Performance Questionnaire (PPQ) attachment D (see Attachment D of Solicitation). If a completed CPARS evaluation is available on the CPARS website for the contract/project, the offeror must submit the CPARS evaluation for the project/contract. If there is not a completed CPARS evaluation for the project/contract, a PPQ must be submitted. A PPQ form is included as an attachment D to the solicitation. Offerors must submit the PPQ form to the client for completion. Offerors should take care to ensure correct phone numbers and email addresses are provided for the client point of contact on the PPQs. Offerors should follow-up with clients/references to ensure timely submittal of the questionnaires. If the offeror is unable to obtain a completed PPQ from a client for a project/contract before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ which will provide contract/project and client information. If the client requests, questionnaires may be submitted directly to the Government's point of contact, stanley.j.zgrzepski.civ@us.navy.mil prior to proposal closing date. An offeror should not submit a PPQ when a completed CPARS evaluation is available. Also include performance recognition documents received within the last five years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition. The Government will only consider recent past performance. Recent is defined as projects/contracts completed no more than five years from the posting date of this solicitation. In other words, projects/contracts which were completed more than five years before the posting of this solicitation will not be evaluated. The requirement to submit these forms cannot be satisfied by directing the Government to consider forms or information submitted on other procurements. The Government may utilize previously submitted PPQ information or any other information available in the past performance evaluation.

(2) Narrative Statement - Offerors must submit a statement for each project/contract submitted that provides an overview of each project/contract and how the project/contract is relevant to the work described in the performance work statement of this solicitation, as well as the offeror's roles and responsibilities for the project/contract. The statement for each project/contract may not exceed two pages.

**Factor 3: Safety**

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The evaluation will collectively consider the DART rate, TCR, Technical Approach to Safety, and other sources of information available to the Government as part of such collective evaluation. The board will evaluate the DART rates and TCR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

(a) DART Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

i. Missing data without an explanation is considered a deficiency.

ii. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.

iii. An increasing DART rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk (EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

iv. This chart correlates the DART rate to the level of risk:

Risk DART Rate

Very Low Risk Less Than 1.0

Low Risk From 1.0 to 1.99



Moderate Risk From 2.0 to 2.99

High Risk From 3.0 to 4.0

Extremely High Risk Greater than 4.0

(b) TCR Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

i. Missing data without an explanation is considered a deficiency.

ii. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.

iii. An increasing TCR rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

iv. This chart correlates the TCR rate to the level of risk:

Risk TCR Rate

Very Low Risk Less Than 2.49

Low Risk From 2.5 to 3.49

Moderate Risk From 3.5 to 4.49

High Risk From 4.5 to 5.99

Extremely High Risk Greater than 6.0

(c) The Technical Approach to Safety Narrative. To determine the degree to which the Offeror:

i. Describes a viable SMS that addresses elements; such as Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.

ii. Describes a methodical process of evaluating subcontractor's safety performance in their selection process.

iii. Describes a logical management plan to hold themselves and their subcontractors accountable for adhering to the safety requirements of the contract.

iv. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page. Information on pages beyond this will not be considered.

(d) The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

**(d) Volume II- Price Proposal** (in MS EXCEL)

**Factor 4: Price**

The Contracting Officer has determined that certified cost or pricing data is not required to be submitted for this solicitation in accordance with FAR 15.403-1(a) which states, establishes the threshold for obtaining certified cost or pricing data at \$2.5 million. The threshold for obtaining *certified cost or pricing data* is \$950,000 for prime contracts awarded before July 1, 2018, and \$2.5 million for prime contracts awarded on or after July 1, 2018

(1) Offerors shall submit the following information for this factor:

i. Cover Letter

ii. A Completed Schedule of Total Estimated Price (See Attachment B of the Solicitation).

ii. Schedules of Total Estimated Price

Offerors shall submit with their price proposal a completed Schedule of Total Estimated Price, Attachment E. Attachment B consists of two parts: Total Estimated Price by CLIN, and Total Estimated Price. Instructions for each section are as follows:

#### Total Estimated Price by CLIN

Offerors shall complete and submit a separate schedule by service CLIN. The price offered shall be for the sum total of each priced CLIN, inclusive of all five (5) CLINS: 0001, 0002, 0003, 0004, 0005. For each specified CLIN. Fully burdened labor rates (inclusive of base rate, overhead, general & administrative) for all labor categories. Offerors must also provide the separate elements that make up the fully priced labor rates.

Offerors are instructed to provide the following:

**(e) Confirmation of VETS-4212 report(s) filing:** A copy of the email confirmation of VETS-4212 report(s) filing at [www.dol.gov/vets/vets4212.htm](http://www.dol.gov/vets/vets4212.htm), as required by regulation (41 CFR Part 61-300), shall be included. Upon the successful submission of a VETS-4212 report(s), federal contractors will receive an email confirmation of receipt notification for their records. These confirmation notifications will be used as verification of submission by the Contracting Officer. A copy of a submitted report is NOT required to suffice for a confirmation/validation of submission.

**(f) Responsibility Determination:** Offerors shall submit the following information, which will be utilized to verify the offeror's responsibility as required by FAR Part 9:

- i. A completed Financial Institution/Bank Information for the Prospective Contractor Form (see attachment J-02).
- ii. The company's financial statement (F/S) for the most recent completed 12-month financial accounting year. If the Offeror prefers, the requested company financials may also be submitted via separate email from the company's Chief Financial Officer or via separate sealed envelope. Include the balance sheet, income statement, and related notes or management discussion and analysis, if any. Include the cash flow statement if prepared. The submission requirement in descending order of preference is: - Compiled, reviewed, or audited by an independent external auditor. Company prepared F/S. Accounting system generated F/S.

#### **FAR Clauses Incorporated by Reference**

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

#### **DFARS Clauses Incorporated by Reference**

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

#### **DFARS Clauses Incorporated by Full Text**

**252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)**

#### **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: **CMMC Level 2 Self**. 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)

## Section M - Evaluation Factors for Award

### FAR Clauses Incorporated by Full Text

#### 52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

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:

##### **M.1 Evaluation Factors for Award:**

The Government will evaluate the technical factors using each factor's respective Basis of Evaluation. The term "technical factors" refers to any non-cost factor.

The contract will be awarded to that responsible Offeror whose proposal conforms to the requirements of this solicitation and represents the best value to the Government. In determining the Lowest Price Technically Acceptable (LPTA). It is the Government's intent to evaluate, and award based on initial proposals, therefore each initial proposal should contain the offeror's best terms from a price and technical standpoint.

Factor 1: Technical Capability

Factor 2: Past Performance

Factor 3: Safety

Factor 4: Price

The Government reserves the right to award a unilateral order to any selected offer based on the offered price and compliance with the PWS if negotiations are not required.

##### **Factor 1: Technical Capability**

Basis of Evaluation:

The offeror will be evaluated on the extent to which the technical knowledge, experience, and capability of proposed personnel will contribute to the offerors ability to meet the contract requirement based on resume information provided and its relevancy to the functional areas specified in the PWS and solicitation. Education/experience requirements, as cited in Section 5.0 Key Personnel Minimum Education/Experience Qualifications of the Performance Work Statement, are a pre-requisite for Key Personnel. The more each key personnel's personnel qualifications exceed the state minimum requirement for that position, the more favorable the evaluation. Failure to submit separate individuals to fill each Key Personnel position may result in a lower evaluation rating. Failure to submit Resumes and Letters of Intent (if applicable) from all proposed Key Personnel may result in a lower evaluation rating.

The evaluation will be based on how well the offeror's proposal demonstrates the offeror's approach in the above factor to meet or exceed the requirements of the PWS.

1. Geothermal Geochemist: SME with at least five years of experience working on the geochemistry of two phase volcanic geothermal systems. Must have prior knowledge of liquid and steam geochemistry through granite-hosted geothermal systems and the effects of multiple injection fluids into that system. Must have knowledge of multi-phase isotopes within geophysical, hydrologic, and geothermal systems.

2. Geothermal Geochemist: SME with at least five years of experience monitoring hot springs and relating hot spring behavior to natural patterns and actively producing geothermal fields.

##### **Factor 2: Past Performance**

Basis of Evaluation:

The Government will evaluate each offeror's past performance using a three-step process. First, the Government will evaluate the recency of the offeror's projects/contracts. Second, the Government will evaluate the relevancy of all projects/contracts submitted by the offeror and other information available (Relevancy Assessment). Third, the Government will, considering relevancy and the offeror's performance on those projects/contracts (quality assessment), assign a Performance Confidence Assessment Rating. The Government will not evaluate the past performance information submitted for an offeror's affiliates or subcontractors unless all submittal requirements are met including an explanation of the affiliates' or subcontractors' meaningful involvement in the performance of this contract.

(1) Recency Assessment: The Government will evaluate whether the project was completed within the past five years, considering the issue date of the solicitation. Projects that are not recent will not be considered further.

(2) Relevancy Assessment - The Government will conduct a relevancy assessment of each project/contract submitted by the offeror to determine how close the work performed under those projects/contracts relates to the work described in this solicitation. The Government is not obliged to seek out and consider information other than the information the offeror submits but may at its discretion consider recent and relevant information involving other projects/contracts. This may include information submitted on other procurements, information in CPARS, information in the Federal Awardee Performance and Integrity Information System (FAPIIS), information in the Electronic Subcontract Reporting System (eSRS), interviews with Government customers and commercial clients, and any other information available. The Government will evaluate the relevancy of projects based on the evaluation scale in the table below. The terms "scope", "magnitude" and "complexity" in the following table have broad meaning such that evaluators will consider any feature of a past project/contract which has a predicative effect on performance on the current contract. The purpose of assessing relevancy is to take into account the predictive value of past effort toward success on this contract. Therefore, work performed under a government contract may be considered more relevant than work performed under a commercial contract. In addition, past performance as a prime contractor may be more relevant than the past effort performed as a subcontractor.

(3) Overall Performance Confidence Assessment Rating - Taking into account the Relevancy Assessment (Step 2), and the quality of performance on the past projects/contracts, the Government will assign an overall performance confidence assessment rating for this factor (past performance rating) based on the scale in the table below. Offerors for whom past performance information is not available or is so sparse that no rating can be reasonably assigned will not be evaluated favorably or unfavorably and, as a result, will receive an "Unknown Confidence" rating for this factor. A favorable record of relevant past performance may be considered more advantageous to the Government than an "Unknown Confidence" rating. This source selection requires a greater level of discrimination within the past performance evaluation. Therefore, Past Performance will be evaluated for Relevancy and Performance Confidence using the following adjectival ratings:

<b>Past Performance Relevancy Rating Method</b>	
<b>Adjectival Rating</b>	Definition
Very Relevant	Present/Past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/Past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.
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Overall Performance Confidence Assessment Rating. Taking into account the Relevancy Assessment, and the quality of performance on the past projects/contracts, the Government will assign an overall performance confidence assessment rating for this factor (past performance rating). Offerors for whom past performance information is not available or is so sparse that no rating can be reasonably assigned will not be evaluated favorably or unfavorably and, as a result, will receive a "Neutral Confidence" rating for this factor. A favorable record of relevant past performance may be considered more advantageous to the Government than a "Neutral Confidence" rating. CPARS and PPQs that have narratives that amplify the ratings provided may be considered more favorably than CPARS and PPQs with no comments or limited comments, even if the ratings are higher. Performance Confidence Assessment. The following confidence ratings will be utilized:

<b>Performance Confidence Assessments</b>	
<b>Adjectival Rating</b>	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

### Factor 3: Safety

#### Basis of Evaluation:

(a) The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The evaluation will collectively consider the DART rate, TCR, Technical Approach to Safety, and other sources of information available to the Government as part of such collective evaluation. The board will evaluate the DART rates and TCR to determine if the Offeror

has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating. (a) DART Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

- i. Missing data without an explanation is considered a deficiency.
- ii. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.
- iii. An increasing DART rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.
- iv. This chart correlates the DART rate to the level of risk:

Risk DART Rate

Very Low Risk Less Than 1.0

Low Risk From 1.0 to 1.99

Moderate Risk From 2.0 to 2.99

High Risk From 3.0 to 4.0

Extremely High Risk Greater than 4.0

(b) TCR Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

- i. Missing data without an explanation is considered a deficiency.
- ii. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.
- iii. An increasing TCR rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.
- iv. This chart correlates the TCR rate to the level of risk:

Risk TCR Rate

Very Low Risk Less Than 2.49

Low Risk From 2.5 to 3.49

Moderate Risk From 3.5 to 4.49

High Risk From 4.5 to 5.99

Extremely High Risk Greater than 6.0

(c) The Technical Approach to Safety Narrative. To determine the degree to which the Offeror:

- i. Describes a viable SMS that addresses elements; such as Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.
- ii. Describes a methodical process of evaluating subcontractor's safety performance in their selection process.

iii. Describes a logical management plan to hold themselves and their subcontractors accountable for adhering to the safety requirements of the contract.

iv. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page. Information on pages beyond this will not be considered.

(d) The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc. Technical and past performance, when combined, are equal in importance.

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

(f) A written notice of award or acceptance of an offer, mailed or otherwise 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.

#### **Factor 4: Price**

##### **Basis of Evaluation:**

A. The Government will use Volume II- Price Proposal to evaluate the offer for award purposes. The Government will evaluate price proposals by conducting price analysis on the total evaluated price. The summation of pricing for CLINs 0001, 0002, 0003, 0004, 0005, should equal the amount stated by the Offeror as the total proposed price; this total of all five (5) CLINs is the amount the Government will evaluate for Factor 4. The Government may determine that the offer is unacceptable if the option pricing is significantly unbalanced, compared with the base year. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price: A. Comparison of proposed prices received in response to the solicitation.

B. Comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar services.

C. Comparison of proposed prices with Government cost estimates.

D. Analysis of pricing information provided by the offeror. (b) Options. 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. Evaluation of options shall not obligate the Government to exercise the option(s).

(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)