

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

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

### SAFO Vehicle Leases (Two 4x4 SUVs)

This is a combined synopsis/solicitation (N63285-25-Q-S093) for commercial services prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, Streamlined solicitation for commercial services, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation.

The Naval Criminal Investigative Services (NCIS) has a requirement for Two 4x4 SUV Vehicle Leases. These required vehicles support NCIS agents in their mission by having the ability to quickly respond to and secure criminal and counter-intelligence/counter-terrorism cases in and around Australia. In accordance with FAR Part 12 and 13, the NCIS Acquisition Division (Code 14B) is issuing a solicitation for the acquisition of such services. Required specifications are listed in Schedule of Supplies/Services. A Request for Quote (RFQ) is being requested and a separate written solicitation will not be issued.

This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2025-03, Effective 01/17/2025, and Defense Federal Regulation Supplement (DFARS) Change 01/17/2025. It is the responsibility of the contractor to be familiar with the applicable provisions and clauses, which can be accessed in full text at [www.acquisition.gov](http://www.acquisition.gov).

A quote is due by **10:00 AM EST, Wednesday, 11 June 2025**. A quote shall be sent via email to **cameron.roberge@ncis.navy.mil** with RFQ number listed in the subject line.

Questions and Clarifications: Due Date is **10:00 AM EST, Friday, 06 June 2025**.

All questions submitted for this solicitation must be electronically sent to the following e-mail addresses, **cameron.roberge@ncis.navy.mil** and **judith.campbell@ncis.navy.mil** in the following format:

	QUESTION	SPECS/RFQ REFERENCE
Q1		
Q2		
Q3		

The Quoter is responsible for ensuring their quote has been received by the Contract Specialist via email by the date and time specified above. Delivery delays that cause a quote to be late are not the responsibility of the Government agency.

Delivery Address:

**NAVAL CRIMINAL INVESTIGATIVE SERVICE**

**ATTN: Larry Cottingham**

**Darwin, AU-NT, AUS**

#### INSTRUCTION TO QUOTERS

#### **FAR 52.212-1 ADDENDUM - INSTRUCTIONS TO QUOTERS**

**RESPONSE DUE DATE: Wednesday, 11 June 2025 at 10:00 AM Eastern Standard Time (EST)**

**RFQ Title:** SAFO Vehicle Leases (Two 4x4 SUVs)  
**RFQ#:** N6328525QS093  
**Set Aside:** Unrestricted  
**Authority:** FAR 12 in conjunction with FAR 13 Open Market  
**J&A:** N/A  
**NAICS Code:** 532112 - Passenger Car Leasing  
**Basis for Award:** Lowest Price Technically Acceptable (LPTA)  
**NCIS POC:** Cameron Roberge, [cameron.roberge@ncis.navy.mil](mailto:cameron.roberge@ncis.navy.mil)

Judith M. Campbell, judith.campbell@ncis.navy.mil

**PLEASE PROVIDE THE FOLLOWING INFORMATION IN YOUR QUOTE:**

Please submit quote responses to the Contract Specialists named above. Quotes must include company name, address, POC and email, CAGE Code, UEI number, TIN number and phone and fax numbers. Schedule of Supplies and Services, Unit and Extended Price shall be filled in. Failure to follow directions will cause the quotes to be unacceptable, deemed non-responsive. No other form of quotation will be accepted.

The Government intends to make an award to the responsive, responsible vendor that represents the best value to the Government, by virtue of being the lowest price, technically acceptable quote (See Schedule of Supplies/Services). Quotes determined to have passed the technical capability requirements will then be evaluated for the lowest price. Quotes shall be evaluated for technical acceptability (only) on an acceptable/unacceptable basis and will not be rated.

Quoter that fails to furnish required representation or technical information as required by Federal Acquisition Regulation provisions 52.212-1 Instructions to Offerors or reject the terms and conditions of this solicitation shall be excluded from consideration.

This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2025-03, Effective 01/17/2025, and Defense Federal Regulation Supplement (DFARS) Change 01/17/2025. It is the responsibility of the contractor to be familiar with the applicable provisions and clauses which can be accessed in full text at [www.acquisition.gov](http://www.acquisition.gov).

**FAR 52.212-2 ADDENDUM - EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

The Government will award a purchase order 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 shall be used to evaluate offers: Lowest Price Technically Acceptable (LPTA) by meeting the requirements capabilities listed on ITEM NUMBERS 0001- 4002.

Award shall be made to the responsive and responsible offeror who has the lowest price and is technically acceptable. Requests having multiple line items shall be analyzed by the total cost of the quote and not by individual item. All items quoted must be new. No partial awards shall be made.

The Government intends to evaluate quotes and award an order without exchanges with vendors. Therefore, the vendor's initial quote should contain the vendor's best terms from a price and technical standpoint. The Government reserves the right to conduct exchanges if the Contracting Officer later determines them to be necessary.

The Government will award a quote that includes the requested information. Partial quotes and/or quotes received after the closing date will not be accepted. This solicitation contains the clauses, terms, and conditions acceptable to the Government. Any quote that contains terms or conditions or any other vendor-specific agreement regardless of how titled or described may be considered unacceptable for award. Vendors are on notice that if they choose to submit a document containing terms and conditions, they are required to demonstrate that those terms and conditions do not conflict with, or differ from, the RFQ's terms and conditions, as well as statute and regulation (e.g., Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS)). Compliance with this section is a component of technical acceptability. Accordingly, a quote that contains vendor-specific terms and conditions that conflict with statutory or regulatory requirements, or are otherwise disadvantageous to the Government as noted above, may be determined unacceptable. Further, NO such terms and conditions will be accepted after award.

(End of provision)

**Section B - Supplies or Services & Prices or Costs****Additional Information/Notes**

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	4-door 10-speed Automatic 4x4 SUV Lease PoP: 01 July 2025 - 30 June 2026  Pricing Arrangement: Firm Fixed Price	12	Months		
0002	4-door 8-speed Automatic 4x4 SUV Lease PoP: 01 July 2025 - 30 June 2026  Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1001	4-door 10-speed Automatic 4x4 SUV Lease PoP: 01 July 2026 - 30 June 2027  Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1002	4-door 8-speed Automatic 4x4 SUV Lease PoP: 01 July 2026 - 30 June 2027  Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2001	4-door 10-speed Automatic 4x4 SUV Lease PoP: 01 July 2027 - 30 June 2028  Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2002	4-door 8-speed Automatic 4x4 SUV Lease PoP: 01 July 2027 - 30 June 2028  Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3001	4-door 10-speed Automatic 4x4 SUV Lease PoP: 01 July 2028 - 30 June 2029  Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3002	4-door 8-speed Automatic 4x4 SUV Lease PoP: 01 July 2028 - 30 June 2029  Pricing Arrangement: Firm Fixed Price	12	Months		

Option Line Item 4001	4-door 10-speed Automatic 4x4 SUV Lease PoP: 01 July 2029 - 30 June 2030  Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4002	4-door 8-speed Automatic 4x4 SUV Lease PoP: 01 July 2029 - 30 June 2030  Pricing Arrangement: Firm Fixed Price	12	Months		

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

FY25 Vehicle Lease Agreement for NCIS, Darwin, Australia and Other Areas Throughout Australia

### STATEMENT OF WORK (SOW)

#### 1. OBJECTIVE

The purpose of this requirement is to obtain non-tactical vehicle (NTV) transportation services for the Naval Criminal Investigative Service (NCIS) in their participation in Marine Rotational Forces Darwin (MRF-D) training and mission-critical investigations around Darwin and other areas throughout Australia.

#### 2. BACKGROUND

The NCIS Resident Unit, Darwin (SADW) requires the use of two 4x4 sports utility vehicle (SUV) type vehicles which can handle both rough terrain and high temperatures. By providing these required vehicles, this supports SADW agents in their mission by having the ability to quickly respond to and secure criminal and counter-intelligence/counter-terrorism cases in and around the country. Agents have the need to use these vehicles for day-to-day travel and cannot perform their job duties without this form of transportation. Due to the MRF-D mission of enhancing collective regional security and utilizing different areas for training, NTVs are necessary for driving to trainings and investigations in the Outback. The suspension design and all-wheel drive is more capable for high ground clearance, making it more suitable for the many potentially challenging rough roads and flooded areas in the area. All NTV leases include Australia-wide 24/7 roadside assistance and are approved for use in all states. These leased vehicles have unlimited kilometers (mileage) and no geographical restrictions, having the ability to drive on or off-road (including on the interstate, military bases, military training areas, air-side, remote off-shore islands via barge transport, etc.). There is no U.S. Base Motor Transport available to facilitate this need.

#### 3. PERIOD OF PERFORMANCE

60 Months Total (1-Year Lease with 4-Options Periods based on delivery of NTV received/returned dates):

CLIN 0001 Base Period Vehicle 1 (4-door 10-speed SUV): 01 July 2025 - 30 June 2026\*\*

CLIN 0002 Base Period Vehicle 2 (4-door 8-speed SUV): 01 July 2025 - 30 June 2026\*\*

CLIN 1001 Option Period 1 Vehicle 1 (4-door 10-speed SUV): 01 July 2026 - 30 June 2027\*\*

CLIN 1002 Option Period 1 Vehicle 2 (4-door 8-speed SUV): 01 July 2026 - 30 June 2027\*\*

CLIN 2001 Option Period 2 Vehicle 1 (4-door 10-speed SUV): 01 July 2027 - 30 June 2028\*\*

CLIN 2002 Option Period 2 Vehicle 2 (4-door 8-speed SUV): 01 July 2027 - 30 June 2028\*\*

CLIN 3001 Option Period 3 Vehicle 1 (4-door 10-speed SUV): 01 July 2028 - 30 June 2029\*\*

CLIN 3002 Option Period 3 Vehicle 2 (4-door 8-speed SUV): 01 July 2028 - 30 June 2029\*\*

CLIN 4001 Option Period 4 Vehicle 1 (4-door 10-speed SUV): 01 July 2029 - 30 June 2030\*\*

CLIN 4002 Option Period 4 Vehicle 2 (4-door 8-speed SUV): 01 July 2029 - 30 June 2030\*\*

\*\*Dates are notional only.

The Government may extend the term of the contract in accordance with FAR 52.217-9, Option to Extend the Term of the Contract - Services incorporated into the resulting contract.

Additionally, the Government may need to extend the performance period beyond the established 60 months stated above. FAR 52.217-8, Option to Extend Services, provides the regulatory authority to extend contract performance up to an additional six (6) months.

#### 4. DEFINITION OF TERMS

4.1. New Vehicles: New vehicles are defined as motor vehicles i.e., vans, sedans, sport utility vehicle (SUV), and trucks that are sold or provided in the current model year and have not been previously used by another party. They should have less than 1,610 km (~1,000 miles) on the odometer and be equipped to the specific vehicle specifications attached to this SOW.

4.2. Ex-Fleet or Used Vehicles: For SUVs, vehicles must be no more than two years old, and have no more than 80,000 km on the odometer and be equipped with air conditioning, seat belts for all seats, a spare tire, a jack, and a complete set of tools for changing a flat tire.

4.3. Applicable Rates: Specific definitions are provided below. Monthly rate shall apply for services that are at least 30 days and if the customer has completed a minimum of one month of service, succeeding days will be at the pro-rated monthly rate. If the service was initially planned for one

month and the service is ceased prior to the completion of the month, the daily rate (if service was kept 6 or less days) or weekly rate (service was kept at least 7 days but not more than 29 days) will apply. Annual rate shall apply for services covering 12 months.

4.4. Vehicle Claim: This includes traffic violations and damage to vehicles. The Contractor will put a \$5,000 AUD (~\$3,300 USD) deductible in the contract and the Government will pay everything over that dollar amount.

## **5. VEHICLES**

### 5.1. List of Vehicles

CLIN	Type	QTY	Unit	Base Year Start Date	Base Year End Date
0001	4-door 10-speed Automatic 4x4 SUV	12	Months	01 July 2025	30 June 2026
0002	4-door 8-speed Automatic 4x4 SUV	12	Months	01 July 2025	30 June 2026

### 5.2. It is the Contractor's responsibility for the following:

5.2.1. Provide new or used vehicles (under two years old) as required by the Contracting Officer. The Contractor shall retain title of the vehicles. The Government will not have or acquire any right, title, or interest in, or to, any vehicle included in this lease except the right to use and operate it as provided herein.

5.2.2. The Contractor shall provide vehicles that are properly registered, licensed, and comply with all local safety laws ordinance rules and regulations. All vehicles shall contain a set of owner's/operator's manuals.

5.2.3. Used vehicles (under two years old) shall be in compliance to paragraph 4.2.

5.2.4. The Contractor shall have warranties for all vehicles. The warranty provisions are to be the manufacturers' standard warranty for new vehicles. The Contractor shall provide a comparable replacement or loaner, acceptable to the Government, with no lapse during warranty problems/repairs. Replacement vehicles shall be provided at no additional cost to the Government unless the vehicle repair is due to operator negligence. In the event the Contractor notifies the Government of safety emissions or other inspection or recall campaign, the Government will immediately follow the Contractor's instructions with respect thereto.

5.2.5. The Contractor shall ensure the vehicle has current safety check at all times at no cost to the Government.

5.2.6. The vehicles will contain a full tank of gas at the time of pick up and drop off.

### 5.3. Vehicle Specifications

All vehicles will be provided with a Vehicle Identification Number (VIN), license plate, and must match or exceed the minimum specifications stated in the attached vehicle specification and noted below:

#### 5.3.1. 4-door 10-speed, Automatic 4x4 SUV

- Four Door SUV, 4WD
- 10-Speed Automatic with Sequential Shifter transmission
- Seven-seater with leather seats
- Air Conditioning
- Engine: 3346cc (Diesel) 4x4
- LED Daytime Running Lights
- Fuel Tank Capacity: 110L
- Tires & Rims: 18-inch wheels
- Brake Type: Ventilated Discs
- Anti-Lock Braking System
- 10 SRS Airbags
- Vehicle Stability Control
- Power Windows
- Audio System with Navigation
- Parking Sensors
- USB Charging Port
- Wireless Charger
- Speakers
- Fog Lamps
- Automatic High Beam

### 5.3.2. 4-door 8-speed, Automatic 4x4 SUV

- Four Door SUV, 4WD
- 8-Speed Automatic with Sequential Shifter transmission
- Seven-seater with leather seats
- Air Conditioning
- Engine: 2755cc (Diesel)
- LED Daytime Running Lights
- Fuel Tank Capacity: 110L
- Tires & Rims: 18-inch wheels
- Brake Type: Ventilated Discs
- Anti-Lock Braking System
- 9 SRS Airbags
- Vehicle Stability Control
- Power Windows
- Audio System with Navigation
- Parking Sensors
- USB Charging Port
- Wireless Charger
- Speakers
- Fog Lamps
- Automatic High Beam

### 5.4. Vehicle Maintenance

5.4.1. The Contractor shall ensure each vehicle meets or exceeds the following minimum maintenance standards at the time of acceptance and throughout the lease period:

5.4.1.1. Condition: Both the exterior and interior of the vehicle shall be free of excessive soil, rust, and damage. All mechanical controls shall be operable. All vehicle systems shall be operable and kept in line with manufacturer's recommended maintenance program.

5.4.1.2. Safety Items: The Contractor will maintain each vehicle pursuant to local city and country safety requirements. In addition, each vehicle shall have the following operational safety features: seatbelts for the driver and each passenger, headlights, reverse camera, windshield wipers, parking brake, and horn.

5.4.1.3. Replacement Tires: The Contractor will inspect and rotate tires during regular maintenance servicing. Contractor will provide replacement tires if required at time of maintenance servicing at no charge to the Government.

5.4.2. The Contractor will provide routine/standard maintenance (i.e., oil changes, air filter changes, windshield wiper repair, ensure proper tire pressure, wheel alignment, rotate tires, etc.) on all vehicles for the duration of the contract. The location for routine/standard maintenance shall be located in the Northern Territory Darwin area. Contractor will provide 30-day notice to the Contracting Officer's Representative (COR) on coordinating and scheduling the routine/standard maintenance appointment. Upon completion of the initial inspection when the leased vehicle is found to be satisfactory, the Contractor shall ensure the service required for all unsatisfactory problems are replaced or fixed according to safety and quality control standards. When a major operational problem to a vehicle is identified or if a scheduled service cannot be completed within 24 hours, the Contractor will accept the vehicle for repair and replace with an equivalent model as a temporary replacement.

## **6. INSPECTIONS**

### 6.1. Receive/Check-out Inspection:

6.1.1. The Commissioned Officer, Staff Non-Commissioned Officer (SNCO), or COR and the Contractor's representative will inspect the vehicle and complete a Receive/Check-out Inspection Checklist acknowledging acceptability of the vehicle. Any dents, scratches or other discrepancies must be noted on the checklist. The US government (USG) representative will print his or her rank, full name, and work section, sign the Contractor's checklist with any discrepancies noted.

6.1.2. All Receive/Check-out Inspection Checklist sheets shall be sent to the COR no later than five (5) business days after pickup. The inspection sheet shall have a legible signature (Rank/First Name/Last Name/Work Section) of the Officer, SNCO, or COR who performed the Receive/Check-out inspection.

### 6.2. Return Inspection:

6.2.1. It is the responsibility of the Contractor to wash the vehicle upon return.



6.2.2. Upon return of the vehicle, both the Contractor representative and COR shall conduct a joint inspection of the vehicle. No claim for damages will be allowed without signed evidence of this joint return inspection. If the United States Government (USG) disputes damage claim made by the Contractor, this fact shall be recorded on the joint return inspection sheet and signed by the USG representative. Only commissioned Officers, SNCOs, and CORs are authorized to inspect and sign the joint return inspection sheet. In the event a vehicle is returned with damage, a commissioned Officer or COR must sign the joint return inspection sheet.

6.2.3. All Return Inspection sheets shall be sent to the COR no later than five (5) business days after return. The inspection sheet shall have a legible signature (Rank/First Name/Last Name/Work Section) of the Officer, SNCO, or COR who performed the return inspection.

6.2.4. Minor Damages: The Contractor will be responsible for minor damages not exceeding \$5,000 AUD, equivalent to roughly ~\$3,300 USD. (Examples of minor damages are scratches, minor dents to fenders or vehicle body, damages to windscreens, or damages not attributed to a moving vehicle accident.) All claims exceeding \$5,000 AUD (~\$3,300 USD) will be submitted to the Contracting Officer within ten (10) business days after vehicle return. The Contractor will submit to the Contracting Officer the following documentation in order to be considered a valid and complete package:

6.2.4.1. Return Inspection checklist signed by the Government Representative and Contractor's Representative

6.2.4.2. Photographs of damages

6.2.4.3. A minimum of two (2) repair estimates from independent estimators for the damage claim submitted

6.2.4.4. Annotate the contract number on all documents

6.2.5. After review of all damage claim documentation, the Contracting Officer will make a determination for equitable adjustment and a modification will be issued. The adjustment will cover the negotiated damages minus \$5,000 AUD (~\$3,300 USD).

### 6.3. Turnover to Option Year(s)

6.3.1. Option Year turnover will commence immediately upon completion of the current base one-year lease contract agreement.

6.3.2. If a new or different vehicle will replace the currently leased vehicle due to damages or unacceptable conditions, the requirements of paragraph 6.1 Receive/Check-out Inspection will apply for the replacement vehicle.

6.3.3. If the Government extends use of the current leased vehicle into the Option Year, the Government and Contractor will fill out a new Receive/Check-out Inspection Checklist sheet.

6.3.4. Replacement tires: 30-days prior to the start of the Option Year, vehicle tire inspection will be performed on all contracted vehicles. The Contractor shall replace any tire when the tread depth becomes less than 4 millimeters or when any unsafe condition is determined in writing by the COR or the ACO.

## **7. VEHICLE ACCIDENTS/BREAKDOWNS**

### 7.1. Vehicle Accident and Breakdown Service:

7.1.1. The Contractor shall provide a reputable vehicle accident and breakdown response service 24 hours a day, seven (7) days a week in the event a vehicle becomes un-roadworthy due to mechanical breakdown or accidental damage. Within 4 hours of receiving a request, the Contractor will provide a replacement vehicle (of the same or better vehicle class) for any vehicle that becomes un-roadworthy due to mechanical breakdown, accidental damage, or when servicing will take longer than one day. All pick up and removal of inoperable vehicles caused by mechanical breakdown shall be the contractor's responsibility and expense. All costs to pick up and remove inoperable vehicles caused by an accident or driver negligence resulting in mechanical failure will require invoices to be submitted to the Contracting Officer for equitable adjustment and a modification to be issued.

### 7.2. Instructions for Moving and non-Moving Vehicle Accident Damages Incurred during the Period of Performance:

7.2.1. The Government's Representative involved in the accident will be responsible to contact the Contractor and COR no later than 8 hours after the accident.

7.2.2. The Government's Representative will be responsible to provide a written statement, from all involved, including a police report and photographs of the accident damages. Documentation shall include names and phone numbers of all involved.

7.2.3. The Contractor will notify the Contracting Officer within three (3) business days of any accident damages incurred during the leasing period of performance. Following this notification and within ten (10) business days, the Contractor will submit to the Contracting Officer the following documentation in order to be considered a valid and complete package:

7.2.3.1. Receive/Check-out Inspection checklist signed by the Government Representative and Contractor's Representative

7.2.3.2. A copy of the Government's Representative accident written statement

7.2.3.3. A copy of the Police Report

7.2.3.4. A minimum of two (2) repair estimates or an independent or an independent assessment for the damage claim submitted

7.2.3.5. Annotate the contract number on all documents

## **8. VEHICLE INSURANCE**

### **8.1. Insurance Policies:**

The Contractor shall provide to the Contracting Officer within 10 calendar days after contract award, a notarized copy of the Contractor's vehicle insurance policy. The Contractor shall provide and maintain full coverage insurance on all vehicles under this contract in accordance with local law. This insurance shall cover all accidents, on or off road, whether or not another party is involved. The Contractor shall be responsible for any damages to a vehicle that does not have the insurance coverage described in this paragraph. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interest of the U.S. Government shall not be effective (1) for such period as the laws of the host nation in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the U.S. Government by reason of any payment under the policies. The Contractor shall provide an updated insurance policy to the Contracting Officer within 24 hours any time the insurance policy changes. (i.e., different insurance company, different coverage level, new AOR added or subtracted). The insurance is required for damage up to \$5,000 AUD (\$3,300 USD) and that the government will pay legitimate claims for damage above \$5,000 AUD (\$3,300 USD).

### **8.2. Uninsured Damages:**

The Contractor may submit a claim to the Contracting Officer for any vehicles destroyed or damaged, while in the possession of the Government, due to negligence. The claim shall include a detailed proposal, documentation substantiating the claim, and an invoice for the replacement vehicle if required by the contracting office. The Government will compensate the Contractor in an amount determined by the Contracting Officer. The amount must be proven to be fair and reasonable based upon market conditions. For example, three quotes from different dealers for the same make, model, and trim level plus or minus one model year and 10,000 KMs. All paperwork proving that the vehicle was destroyed or damaged will be provided to the Contracting Officer prior to authorizing payment. Transportation services payments for a destroyed vehicle will end at the time of destruction, and no further transportation service payments will be made on the vehicle unless the lessor can supply an equivalent vehicle to replace it within 24 hours of the destruction. The Government, however, is not responsible for vehicles under the Contractor's control at the time of damage or destruction. Total settlement fees shall not exceed the fair market value of the vehicle adjusted for the fair market value of any modifications made to the vehicle.

## **9. FINES**

The Government will not permit the Contractor's vehicles to be used in violation of any host nation laws, rules, or regulations. If the Government is in violation of any host nation laws, rules, or regulations, they will reimburse the Contractor for fines or penalties incurred against the Contractor's vehicles, and paid by the Contractor. If violations of host nation law occur, written notices, legal documentation, paid traffic tickets, paid traffic fines, etc., will be used by the U.S. military as evidence. The Contractor shall forward all documentation in regard to these violations to the COR and the Contracting Officer. Only actual fine and penalty costs, verified by the COR and Contracting Officer will be paid. No other legal fees or fees criminal in nature will be paid by the U.S. Government, nor will any overhead, G&A, or profit be paid on the fines or penalties.

## **10. AUTHORITIES**

The U.S. Government (Exercise Executive Agent) retains the right to make changes to this SOW, prior to contract award, based on factors that are unknown at this time (i.e., funding is formally decreased, direction from U.S. Indo-Pacific Command due to changing dates shifting slightly, etc.). The Contracting Officer is the only person authorized to approve any changes to the requirements of the contract and not withstanding provisions contained elsewhere in the contract, the authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price as a result of the change.

## **11. MISCELLANEOUS NOTES**

All rates quoted are to United States Dollars (USD) and Goods and Services Tax (GST) exclusive. The US Government will cooperate with the contractor to ensure the Contractor's documentation requirements under Australian law are met.

## **Requirements**

SAFO Vehicle Leases (Two 4x4 SUVs)

## Section D - Packaging and Marking

## Section E - Inspection and Acceptance

## Section F - Deliveries or Performance

## Section G - Contract Administration Data

### DFARS Clauses Incorporated by Reference

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

### DFARS Clauses Incorporated by Full Text

#### 252.232-7006 Wide Area WorkFlow Payment Instructions.

(Jan 2023)

As prescribed in 232.7004(b), use the following clause:

#### 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.

**Invoice 2in1**

(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	<u>N50082</u>
Issue By DoDAAC	<u>N63285</u>
Admin DoDAAC	<u>N63285</u>
Inspect By DoDAAC	<u>N63285</u>
Ship To Code	<u>N63285</u>
Ship From Code	==
Mark For Code	—
Service Approver (DoDAAC)	<u>N63285</u>
Service Acceptor (DoDAAC)	<u>N63285</u>
Accept at Other DoDAAC	==
LPO DoDAAC	<u>N63285</u>

DCAA Auditor DoDAAC	==
Other DoDAAC(s)	==

(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.

NCIS\_COMPROLLER@NCIS.NAVY.MIL

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

(End of clause)

## Section H - Special Contract Requirements

## Section I - Contract Clauses

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Nov 2023		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.233-1	Disputes.	May 2014		
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984		

### 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		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Jan 2023		
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		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.227-7015	Technical Data-Commercial Products and Commercial Services.	Jan 2025		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.239-7018	Supply Chain Risk.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	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. (DEVIATION 2025-O0003 and 2025-O0004)</b>	<b>(Jan 2025)</b>	<b>Deviation 2025-O0004</b>	<b>(Mar 2025)</b>
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Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

☐ (6) [Reserved].

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

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

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

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

☐ (11)

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

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

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

☐ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (14) [Reserved].

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

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

☐ (17) [Reserved]

☐ (18)

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

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

☐ (19)

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

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

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

☐ (21)

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

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

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

- ☐ (iv) Alternate III (Jun 2020) of 52.219-9.
- ☐ (v) Alternate IV (Jan 2025) of 52.219-9.
- ☐ (22)
- (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-13.
- ☐ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- ☐ (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- ☐ (26)
- (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- ☒ (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ☒ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).
- ☐ (33) [Reserved]
- ☐ (34) [Reserved]
- ☒ (35)
- (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☐ (36)
- (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (Jul 2014) of 52.222-36.
- ☐ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☐ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (39)
- (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (41)
- (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)



- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).
- ☐ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).
- ☐ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).
- ☐ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).
- ☐ (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).
- ☐ (47)
- (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (48)
- (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- ☐ (ii) Alternate I (Oct 2022) of 52.225-1.
- ☐ (49)
- (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I [Reserved].
- ☐ (iii) Alternate II (Jan 2025) of 52.225-3.
- ☐ (iv) Alternate III (Feb 2024) of 52.225-3.
- ☐ (v) Alternate IV (Oct 2022) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☒ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
- ☐ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- ☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- ☒ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
- ☐ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ☒ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

[ ] (65)

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e)

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

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

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

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

- (iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889 (a)(1)(A) of Pub. L. 115-232).
- (vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii)
- (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).
- (B) Alternate I (Dec 2023) of 52.204-30.
- (viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ix) [Reserved]
- (x) [Reserved]
- (xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xvi)
- (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).
- (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xxii)
- (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
- (xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**52.217-8 Option to Extend Services.**

**(Nov 1999)**

As prescribed in 17.208(f), insert a clause substantially the same as the following:

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days**.

(End of clause)

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

**(Mar 2000)**

As prescribed in 17.208(g), insert a clause substantially the same as the following:

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 **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **66 months**.

(End of clause)

**52.252-2 Clauses Incorporated by Reference.**

**(Feb 1998)**

As prescribed in 52.107(b), insert the following clause:

Clauses Incorporated By Reference (Feb 1998)

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

FAR Clauses: <https://www.acquisition.gov/browse/index/far>

DFARS Clauses: <https://www.acquisition.gov/dfars>

(End of clause)

## Section J - List of Attachments

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

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-17	Ownership or Control of Offeror.	Aug 2020		
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-26	Covered Telecommunications Equipment or Services-Representation.	Oct 2020		

### 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		
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	Dec 2019		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		

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

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management.	Nov 2024		
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		

### 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		

### FAR Clauses Incorporated by Full Text

#### 52.252-1 Solicitation Provisions Incorporated by Reference.

(Feb 1998)

As prescribed in 52.107(a), insert the following provision:

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

FAR Clauses: <https://www.acquisition.gov/browse/index/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

## **Section M - Evaluation Factors for Award**