

<b>SOLICITATION, OFFER, AND AWARD</b>		1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.		RATING ►	PAGE OF PAGES 
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY CODE		8. ADDRESS OFFER TO ( <i>If other than item 7</i> )			

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

### SOLICITATION

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

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

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

### 11. TABLE OF CONTENTS

(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)
<i>PART I - THE SCHEDULE</i>							
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS			<i>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</i>		
	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING			<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>		
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

### OFFER (*Must be fully completed by offeror*)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (*60 calendar days unless a different*

*period is inserted by the offeror*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

### AWARD (*To be completed by Government*)

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

(Signature of Contracting Officer)

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

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

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

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

Force Development Recompete

### CONTRACT INFORMATION

This is a Non-Commercial Cost Plus Fixed Fee (CPFF) term contract for a twelve-month base year and up-to four (4) option years and a single six-month extension.

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

### Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Force Development Transition Period Labor (1 Month) on a CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	1	Months		
0002	Force Development Base Period Labor (11 Months) on a CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	11	Months		
0003	Contract Data Requirements List  Product Service Code: R408 Pricing Arrangement: Cost No Fee	12	Months		
0004	Travel and Other Direct Costs (ODC's) Base Period, to be invoiced on monthly, Cost basis.  Product Service Code: R408 Pricing Arrangement: Cost No Fee	12	Job		
0005	Surge Labor for Base Period (11 Months) on a CPFF-Term basis..  Product Service Code: R408 Pricing Arrangement: Cost No Fee	11	Months		
Option Line Item 1001	Force Development Labor Option Year 1, on a CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	12	Months		
Option Line Item 1002	Contract Data Requirements List, Option Year 1  Product Service Code: R408 Pricing Arrangement: Cost No Fee	12	Months		
Option Line Item 1003	Travel and Other Direct Costs (ODC's) Option Year 1, to be invoiced on monthly, Cost basis.  Product Service Code: R408 Pricing Arrangement: Cost No Fee	12	Job		
	Surge Labor for Option Year 1, on a				

Option Line Item 1004	CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	12	Months		
Option Line Item 2001	Force Development Labor Option Year 2, on a CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	12	Months		
Option Line Item 2002	Contract Data Requirements List, Option Year 2  Product Service Code: R408 Pricing Arrangement: Cost No Fee	12	Months		
Option Line Item 2003	Travel and Other Direct Costs (ODC's) Option Year 2, to be invoiced on monthly basis.  Product Service Code: R408 Pricing Arrangement: Cost No Fee	12	Job		
Option Line Item 2004	Surge Labor for Option Year 2, on a CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	12	Months		
Option Line Item 3001	Force Development Labor Option Year 3, on a CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	12	Months		
Option Line Item 3002	Contract Data Requirements List, Option Year 3  Product Service Code: R408 Pricing Arrangement: Cost No Fee	12	Months		
Option Line Item 3003	Travel and Other Direct Costs (ODC's) Option Year 3, to be invoiced on monthly basis.  Product Service Code: R408 Pricing Arrangement: Cost No Fee	12	Job		
Option Line Item 3004	Surge Labor for Option Year 3, on a CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	12	Months		
	Force Development Labor Option Year				

Option Line Item 4001	4, on a CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	12	Months		
Option Line Item 4002	Contract Data Requirements List, Option Year 4  Product Service Code: R408 Pricing Arrangement: Cost No Fee	12	Months		
Option Line Item 4003	Travel and Other Direct Costs (ODC's) Option Year 4, to be invoiced on monthly basis.  Product Service Code: R408 Pricing Arrangement: Cost No Fee	12	Job		
Option Line Item 4004	Surge Labor for Option Year 4, on a CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	12	Months		
Option Line Item 5001	Labor for 6-Month Extension per FAR 52.217-8, on a CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	6	Months		
Option Line Item 5002	Contract Data Requirements List for 6-Month Extension  Product Service Code: R408 Pricing Arrangement: Cost No Fee	6	Months		
Option Line Item 5003	Travel and Other Direct Costs (ODC's) for 6-Month Extension, to be invoiced on monthly basis.  Product Service Code: R408 Pricing Arrangement: Cost No Fee	6	Job		
Option Line Item 5004	Surge Labor for 6-Month Extension per FAR 52.217-8, on a CPFF-Term basis.  Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee	6	Months		

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

See Attachment J.1 - Performance Work Statement (PWS)

### **Requirements**

Deputy Chief of Staff (DCS) G8 Technical, Analytical and Financial Support Services

## Section E - Inspection and Acceptance

Inspection and Acceptance under respective CLIN's to be determined after award.

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/Deviation	Variation Effective Date
52.246-5	Inspection of Services-Cost-Reimbursement. Overall Contract Inspection/Acceptance Locations	Apr 1984		

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
0004	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C</p>

	<p>CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
0005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 1001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 1002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 1003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>

Option Line Item 1004	<p>Inspection and Acceptance Location</p> <p>Both</p> <p>Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 2001	<p>Inspection and Acceptance Location</p> <p>Both</p> <p>Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 2002	<p>Inspection and Acceptance Location</p> <p>Both</p> <p>Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 2003	<p>Inspection and Acceptance Location</p> <p>Both</p> <p>Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 2004	<p>Inspection and Acceptance Location</p> <p>Both</p> <p>Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p>

	<p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 3001	<p>Inspection and Acceptance Location Both Destination Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 3002	<p>Inspection and Acceptance Location Both Destination Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 3003	<p>Inspection and Acceptance Location Both Destination Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 3004	<p>Inspection and Acceptance Location Both Destination Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>

Option Line Item 4001	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 4002	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 4003	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 4004	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 5001	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Inspection and Acceptance shall be performed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p>

	<p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 5002	<p>Inspection and Acceptance Location Both Destination Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 5003	<p>Inspection and Acceptance Location Both Destination Instructions: Inspection and Acceptance shall be preformed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>
Option Line Item 5004	<p>Inspection and Acceptance Location Both Destination Instructions: Inspection and Acceptance shall be performed by the Contract Officer's Representative</p> <p>DoDAAC: W91A2C CountryCode: USA</p> <p>W6AP US ARMY DCS, G-8 700 ARMY PENTAGON PBO, ROOM 3E407 THE PENTAGON WASHINGTON, DC 20310-0700 UNITED STATES</p>

## Section F - Deliveries or Performance

See Periods of Performance provided for each CLIN.

From 23 Mar 2026 to 31 Mar 2027

Party to Pay Transportation Cost: Contractor

Point Type: Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 23 Mar 2026 To 22 Apr 2026	1 Months	
0002	Period of Performance From 23 Apr 2026 To 22 Mar 2027	11 Months	
0003	Period of Performance From 01 Apr 2026 To 31 Mar 2027	12 Months	
0004	Period of Performance From 23 Mar 2026 To 22 Mar 2027	12 Job	
0005	Period of Performance From 23 Mar 2026 To 22 Mar 2027	11 Months	

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		
52.242-15	Stop-Work Order. (Alternate I)	Aug 1989	Alternate I	Apr 1984

## Section G - Contract Administration Data

### **SECTION G - CONTRACT ADMINISTRATION DATA G.1 INVOICING RATES THAT DEVIATE FROM PROPOSED RATES (26 FEB 2025):**

G.1.1.1 If in any performance period, the Contractor is projecting a cost overrun in excess of 10% of the proposed estimated cost for a particular labor rate for that period, which is determined to not be a result of Government direction and not attributable to Forward Pricing Rate Agreement (FPRA) changes, the projected cost overrun may trigger a Show Cause or Termination for Default subject to the Contracting Officers discretion. Note: Contractors proposing at current FPRA rates and invoicing at current Provisional Billing rates will not trigger a Show Cause or Termination for Default.

G.1.1.2 If in performance of the Task Order (TO), the Contractor incurs a cost overrun for a particular labor rate of greater than 5% and less than 10% during that Contract Performance Assessment Reporting System- CPARS evaluation period, which is determined not to be a result of Government direction or Contractor Provisional Billing rates, the Contractor may receive a Marginal rating for that periods CPARS cost element.

G.1.1.3 If in performance of the TO, the Contractor incurs a cost overrun greater than 10% during that CPARS evaluation period, which is determined not to be a result of Government direction or Contractor Provisional Billing rates, the Contractor may receive an Unsatisfactory rating for that periods CPARS cost element.

G.1.1.4 In regard to cost overruns and estimated costs mentioned in paragraphs G.2.1.1 through G.2.1.3, the Government will compare actual cost of work performed to estimated cost at the end of each contract period. Contractors are cautioned that costs should be directly proportional to hours expended, and if in excess, may be considered a cost overrun by the Government.

G.1.1.5 Adjustment of Baseline Rates. In the event of significant market condition changes or other unforeseen circumstances that materially impact the Contractors ability to perform at the proposed rates, the Contractor and the Contracting Officer may mutually agree to establish a revised rate or rates as the new baseline. Such agreements/adjustments must be documented and will supersede the previously proposed rates for the applicable performance period. The Contractor must provide sufficient justification to support the revised rates. This adjustment mechanism shall not apply to cost overruns caused by the Contractors mismanagement, inefficiency, or other factors attributable to the Contractors performance.

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

Number	Title	Effective Date	Alternate/Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.204-7006	Billing Instructions-Cost Vouchers	May 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

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

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

**(Jan 2023)**

##### **WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)**

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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

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

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

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

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

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

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

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

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

#### Routing Data Table\*

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

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

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

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

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

(g) WAWF point of contact.

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

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

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

(End of clause)

## **Section H - Special Contract Requirements**

### MANPOWER REPORTING APPLICATION

### ACCOUNTING FOR CONTRACT SERVICES REQUIREMENT

### CONTRACTOR MANPOWER REPORTING APPLICATION

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for G8 support services via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/> and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with calendar year 2025. Contractors may direct questions to the help desk by click on "Send an email", which is located under the "Help Resources" ribbon on the right side of the login page of the applicable Service/Component's Contractor Manpower Reporting website.

It is critical that the integrity of the Government's security cooperation activities is maintained at the highest level and its decisions are not impaired by actual or perceived conflicts of interest. Accordingly, the contractor along with its subcontractors/team members, and employees hired to perform any evaluations or analysis under this contract, shall have no financial or other commercial interest in the programs, systems, products, services, technologies, or property (intellectual or otherwise) that is the subject of or may be impacted by the advisory or assistance services performed under this contract.

To that end, it is incumbent upon the Government, the offerors, and the awardee to assess potential conflicts of interest in the performance of this and other Government contracts to avoid, neutralize, or mitigate conflicting roles that might bias the contractor's judgement or that might provide the contractor or potential contractor with an unfair competitive advantage. The contractor is responsible to ensure compliance with its obligations under FAR 9.505-4 relating to accessing proprietary data, and its obligations under FAR 52.203-16 included in Section I of this contract.

Additionally, to maintain the integrity of the expenditure of public funds, it is imperative that the contractor maintain the highest degree of integrity and honesty, and have standards of conduct and internal control systems that provide for:

- (1) A written code of business ethics and conduct and an ethics training program for all employees;
- (2) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;
- (3) A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- (4) Internal and/or external audits, as appropriate;
- (5) Disciplinary action for improper conduct;
- (6) Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and,
- (7) Full cooperation with any Government agencies responsible for either investigation or corrective actions.

The release of non-public information obtained under this contract, or use of such non-public information for purposes unrelated to the performance of this contract, is prohibited. Contractor shall ensure the return of all non-public information obtained under this contract prior to contract closeout.

To prevent the improper release or disclosure of information, or any actual or perceived personal or organizational conflict of interest that might arise in the performance of this contract, contractor shall bring any potential conflicting relationships or financial interests held by the contractor, its key

employees, or others executing performance on behalf of the contractor to the attention of the Contracting Officer throughout the life of this contract. If the Contracting Officer determines that an unacceptable conflict or violation exists, the contractor will take the actions necessary to mitigate or eliminate the conflict or violation. If the contractor's approach to mitigation is not deemed satisfactory by the Contracting Officer, the Contracting Officer may take other actions necessary to maintain compliance with the law and the integrity of the procurement process.

As required in Section L, the Offeror's ethics and OCI plans and approaches approved by the Contracting Officer and incorporated into the contract will be a minimum standard that the contractor must adhere to in performance. Notwithstanding the Contracting officer's approval or incorporation into the contract, the contractor is responsible for ensuring compliance, both organizationally and individually, with regulatory and professional standards, including any standards relating to ethics, obtaining and releasing proprietary information, and individual or organizational conflicts of interest. The responsibilities of this clause shall apply to all sub-contractors, team members, or other entities performing under this contract and the prime contractor is responsible for enforcement.

## Section I - Contract Clauses

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-2	Security Requirements.	Mar 2021		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.207-3	Right of First Refusal of Employment.	May 2006		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Jan 2025		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	Oct 2018		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015		
52.210-1	Market Research.	Nov 2021		
52.215-2	Audit and Records-Negotiation.	Jun 2020		
52.215-8	Order of Precedence-Uniform Contract Format.	Oct 1997		
52.215-15	Pension Adjustments and Asset Reversions.	Oct 2010		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	Jul 2005		
52.215-23	Limitations on Pass-Through Charges.	Jun 2020		
52.215-23	Limitations on Pass-Through Charges. (Alternate I)	Jun 2020	Alternate I	Oct 2009
52.216-8	Fixed Fee.	Jun 2011		
52.219-8	Utilization of Small Business Concerns.	Jan 2025		
52.219-9	Small Business Subcontracting Plan.	Jan 2025		
52.219-9	Small Business Subcontracting Plan. (Alternate II)	Jan 2025	Alternate II	Nov 2016
52.219-16	Liquidated Damages-Subcontracting Plan.	Sep 2021		
52.222-1	Notice to the Government of Labor Disputes.	Feb 1997		
52.222-3	Convict Labor.	Jun 2003		
52.222-35	Equal Opportunity for Veterans.	Jun 2020		
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020		
52.222-37	Employment Reports on Veterans.	Jun 2020		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	Dec 2010		
52.222-41	Service Contract Labor Standards.	Aug 2018		
52.222-50	Combating Trafficking in Persons.	Nov 2021		
52.222-54	Employment Eligibility Verification.	Jan 2025		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan 2022		
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-23	Sustainable Products and Services.	May 2024		
52.224-3	Privacy Training.	Jan 2017		
52.224-3	Privacy Training. (Alternate I)	Jan 2017	Alternate I	Jan 2017
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-7	Insurance-Liability to Third Persons.	Mar 1996		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.230-2	Cost Accounting Standards.	Jun 2020		
52.230-6	Administration of Cost Accounting Standards.	Jun 2010		
52.232-17	Interest.	May 2014		
52.232-20	Limitation of Cost.	Apr 1984		
52.232-23	Assignment of Claims.	May 2014		

52.232-25	Prompt Payment. (Alternate I)	Jan 2017	Alternate I	Feb 2002
52.232-25	Prompt Payment.	Jan 2017		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes.	May 2014		
52.233-1	Disputes. (Alternate I)	May 2014	Alternate I	Dec 1991
52.233-3	Protest after Award.	Aug 1996		
52.233-3	Protest after Award. (Alternate I)	Aug 1996	Alternate I	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.	Nov 2024		
52.242-1	Notice of Intent to Disallow Costs.	Apr 1984		
52.242-3	Penalties for Unallowable Costs.	Dec 2022		
52.242-5	Payments to Small Business Subcontractors.	Jan 2017		
52.242-13	Bankruptcy.	Jul 1995		
52.243-2	Changes-Cost-Reimbursement.	Aug 1987		
52.243-2	Changes-Cost-Reimbursement. (Alternate I)	Aug 1987	Alternate I	Apr 1984
52.244-5	Competition in Subcontracting.	Aug 2024		
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Jan 2025		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.246-25	Limitation of Liability-Services.	Feb 1997		
52.249-6	Termination (Cost-Reimbursement).	May 2004		
52.249-14	Excusable Delays.	Apr 1984		
52.253-1	Computer Generated Forms.	Jan 1991		

## 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		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	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		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	Dec 2019		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.225-7004	Report of Intended Performance Outside the United States and Canada -Submission after Award.	Jul 2024		
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		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.226-7003	Drug-Free Work Force.	Aug 2024		
252.227-7016	Rights in Bid or Proposal Information.	Jan 2025		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.242-7004	Material Management and Accounting System.	Jan 2025		
252.242-7005	Contractor Business Systems.	Jan 2025		
252.242-7006	Accounting System Administration.	Jan 2025		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.244-7001	Contractor Purchasing System Administration.	Jan 2025		
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		

**FAR Clauses Incorporated by Full Text****52.216-7 Allowable Cost and Payment.**

(Aug 2018)

## Allowable Cost and Payment (Aug 2018)

## (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

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

## (b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing

of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

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

(d) Final indirect cost rates.

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

(2)

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

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

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

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

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.
- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
  - (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
  - (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
  - (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
  - (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6)
  - (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may:
    - (A) Determine the amounts due to the Contractor under the contract; and
    - (B) Record this determination in a unilateral modification to the contract.
  - (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates
  - (1) Shall be the anticipated final rates; and
  - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

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

(End of clause)

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

**(Nov 1999)**

Option to Extend Services (Nov 1999)

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

(End of clause)

**52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns.**

**(Oct 2022)**

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Oct 2022)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will

be added to its offer for evaluation purposes.

[ ] Offeror elects to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of clause)

**52.219-28 Postaward Small Business Program Rerepresentation.**

**(Jan 2025)**

Postaward Small Business Program Rerepresentation (Jan 2025)

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract ( e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract ( e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract ( e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this

NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

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

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

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

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

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

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under \_\_\_\_NAICS Code assigned to \_\_\_\_contract number.

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

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

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

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

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause. ] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

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

(9) [ Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause. ] The Contractor represents that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [\_\_\_\_The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[\_\_\_\_Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

Payment for Overtime Premiums (July 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \* \_\_\_\_ or the overtime premium is paid for work-
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

**52.222-42 Statement of Equivalent Rates for Federal Hires.**

**(May 2014)**

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor ( 29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

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

Employee Class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

**52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information. (Jul 2013)**

Designation of Office for Government Receipt of Electronic Funds Transfer Information (Jul 2013)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

\_\_\_\_\_  
Mailing Address:  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number:

\_\_\_\_\_  
Person to Contact:

\_\_\_\_\_  
Electronic Address:

(End of clause)

**52.242-4      Certification of Final Indirect Costs.**

**(Jan 1997)**

Certification of Final Indirect Costs (Jan 1997)

(a) The Contractor shall-

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

(End of clause)

**52.244-2      Subcontracts.**

**(Jun 2020)**

Subcontracts (Jun 2020)

(a) Definitions. As used in this clause-

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

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

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

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including

unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

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

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

(2) Is fixed-price and exceeds-

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

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

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

---

(e)

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

(End of clause)

**52.247-1 Commercial Bill of Lading Notations.**

**(Feb 2006)**

Commercial Bill of Lading Notations (Feb 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the \_\_\_\_ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the \_\_\_\_ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. \_\_\_\_\_. This may be confirmed by contacting \_\_\_\_\_ [Name and address of the contract administration office listed in the contract].

(End of clause)

**52.247-67 Submission of Transportation Documents for Audit.**

**(Feb 2006)**

Submission of Transportation Documents for Audit (Feb 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

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[To be filled in by Contracting Officer]

(End of clause)

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

**(Feb 1998)**

Clauses Incorporated By Reference (Feb 1998)

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

<https://www.acquisition.gov/> \_\_\_\_ [Insert one or more Internet addresses]

(End of clause)

## DFARS Clauses Incorporated by Full Text

### 252.217-7027 Contract Definitization.

(May 2023)

#### CONTRACT DEFINITIZATION (MAY 2023)

(a) A Cost Plus Fixed Fee [insert specific type of contract action] is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include-

- (1) All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action;
- (2) All clauses required by law on the date of execution of the definitive contract action; and
- (3) Any other mutually agreeable clauses, terms, and conditions.

(b) The Contractor agrees to submit a Cost Plus Fixed Fee [insert type of proposal; e.g., fixed-price or cost-and-fee] proposal and certified cost or pricing data supporting its proposal. Notwithstanding FAR 52.216-26, Payments of Allowable Costs Before Definitization, failure to meet the qualifying proposal date in the contract definitization schedule could result in the Contracting Officer withholding an amount up to 5 percent of all subsequent requests for financing until the Contracting Officer determines that a proposal is qualifying.

(c) The schedule for definitizing this contract action is as follows [insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data]:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (c) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR subpart 15.4 and part 31, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (e);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (d)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(e) The definitive contract resulting from this undefinitized contract action will include a negotiated \_\_\_\_ [insert "cost/price ceiling" or "firm-fixed price"] in no event to exceed \_\_\_\_ [insert the not-to-exceed amount].

(End of clause)

## Section J - List of Attachments

NOTE: DD-254 shall be provided as an attachment to the final award

<b>Identifier</b>	<b>Document Name</b>	<b>Document Description</b>	<b>Reference Identifier</b>	<b>Date</b>	<b>Line Item</b>	<b>Page Numbers</b>	<b>Document Type</b>	<b>Provided Under Separate Cover</b>
0001	J.1 - Performance Work Statement (Redacted, 14 Aug 2025)	Performance Work Statement	J.1	29 May 2025		64	Attachment	No
0008	J.10 - DCS G8 Past Performance Questionnaire	Past Performance Questionnaire	J.10	23 Jul 2025		4	Attachment	No
0010	J.11 - Cost Model Excel Workbook	Cost Model Excel Workbook	J.11	11 Aug 2025			Attachment	No
C	J.12 - DD Form 1423 - CDRL B018 Contract Invoicing and Payment Report	Contract Data Requirements List (CDRL)	J.12	27 Aug 2025	0001	3	Exhibit	No
A	J.5 - DCS G8 Support Services CDRL 1-4	Contract Data Requirements List (CDRL)	J.5	29 May 2025		2	Exhibit	No
B	J.6 - DCS G8 Support Services CDRL 5-6	Contract Data Requirements List (CDRL)	J.6	21 Aug 2025		2	Exhibit	No
0002	J.4 - DCS G8 Support Services Quality Assurance Surveillance Plan (21 Aug 2025)	Quality Assurance Surveillance Plan	J.4	21 Aug 2025		11	Attachment	No
0003	J.3 - Workload Data, PWS Attachment	Workload Data	J.3	07 Jul 2025		1	Attachment	No
0004	J.2 - Deliverables Table, PWS Attachment A	Performance Work Statement	J.2	29 May 2025		34	Attachment	No
0005	J.7 - Section L Instructions, Conditions, and Notices to Offerors	Section L Instructions, Conditions, and Notices to Offerors	J.7	04 Sep 2025		12	Attachment	No
0006	J.8 - Section M, Evaluation Factors for Award	Section M Evaluation Factors for Award	J.8	04 Sep 2025		11	Attachment	No
0007	J.9 - DCS G8 Past Performance Cover Letter	Past Performance Cover Letter	J.9	23 Jul 2025		1	Attachment	No

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

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/Deviation	Variation Effective Date
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.209-7	Information Regarding Responsibility Matters.	Oct 2018		
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	Nov 2021		
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	Jun 2020		
52.230-1	Cost Accounting Standards Notices and Certification.	Jun 2020		
52.230-7	Proposal Disclosure-Cost Accounting Practice Changes.	Apr 2005		

### 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		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

### FAR Clauses Incorporated by Full Text

**52.204-8 Annual Representations and Certifications.** (Jan 2025)

Annual Representations and Certifications (Jan 2025)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541611 [insert NAICS code].
- (2) The small business size standard is \$25,000,000.00 [insert size standard].
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-
  - (i) Is set aside for small business and has a value above the simplified acquisition threshold;
  - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
  - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
  - (i) [ ] Paragraph (d) applies.
  - (ii) [ ] Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.

(C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

[ ] (i) 52.204-17, Ownership or Control of Offeror.

[ ] (ii) 52.204-20, Predecessor of Offeror.

[ ] (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[ ] (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

[ ] (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

[ ] (vi) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

[ ] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

**52.204-29 Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures. (Dec 2023)**

Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures (Dec 2023)

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) Procedures.

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM) (<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

## DFARS Clauses Incorporated by Full Text

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

(Oct 2024) Alternate A (Oct 2024)

#### ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

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 \$150,000 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:
- (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
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Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

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

See Attachment J.7 - Section L Instructions, Conditions, and Notices to Offerors

### 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		
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.215-1	Instructions to Offerors-Competitive Acquisition.	Nov 2021		
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort.	Oct 2009		
52.237-1	Site Visit.	Apr 1984		

### 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		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Dec 2022		
252.225-7003	Report of Intended Performance Outside the United States	Jan 2025		

### FAR Clauses Incorporated by Full Text

<b>52.215-20</b>	<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Alternate IV)</b>	(Nov 2021)	Alternate IV	(Oct 2010)
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Alternate IV (Oct 2010). As prescribed in 15.408 (l), replace the text of the basic provision with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: \_\_\_\_[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]

<b>52.216-1</b>	<b>Type of Contract.</b>	(Apr 1984)
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Type of Contract (Apr 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of provision)

<b>52.233-2</b>	<b>Service of Protest.</b>	(Sep 2006)
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Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Salma K. Williamson; [salma.k.williamson.civ@army.mil](mailto:salma.k.williamson.civ@army.mil).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

**(Feb 1998)**

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

<https://www.acquisition.gov/>

(End of provision)

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

### **252.215-7008   Only One Offer.**

**(Dec 2022)**

ONLY ONE OFFER (DEC 2022)

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

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

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

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

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

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

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable TBD[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

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

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

(End of provision)

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

See Attachment J.8 - Section M Evaluation Factors for Award

### **AI FAST TRACK INTEGRATION**

- L.X. Use of Artificial Intelligence (AI) tools in Proposal Evaluation
- L.X.1. Use of AI tools in Support of Evaluations: The Government may employ AI as a tool to assist in the analysis and review of offeror proposals. AI tools may be used to support tasks such as summarizing proposal content, identifying compliance with request for task order proposal / solicitation requirements, and highlighting areas of potential strength, weakness, or risk.
- L.X.2 Maintaining Inherently Governmental Functions: Notwithstanding the use of AI tools to support the evaluation process, all final evaluation judgements, including the assignment or assessment of adjectival ratings, best value determinations, and source selection decisions, will be made exclusively by duly appointed Government personnel. The Government retains sole responsibility for all inherently governmental functions and will not delegate decision making authority to any AI tool.
- L.X.3 Offeror Confidentiality and Data Protection: The AI tools utilized by the Government will be employed in a manner consistent with applicable regulations that govern the protection of proprietary and source selection sensitive information. The AI tool will be an output-only system. Any generated report data is not saved. No proposal data will be transmitted to or processed by external, non-Government systems without appropriate safeguards and authorizations in place.

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

Number	Title	Effective Date	Alternate/Deviation	Variation Effective Date
52.217-3	Evaluation Exclusive of Options.			Apr 1984