

[illegible]

## **Solicitation/Contract Form Continuation**

Contractor-Operated Parts Store (COPARS)

0001

Product Service Code: J025

## Continuation of Supplies or Services and Prices/Costs

### Additional Information/Notes

#### Allowed Per Order

Minimum: 10,000.00 Dollars, U.S.

Maximum: 26,019,351.48 Dollars, U.S.

#### Government Minimum/Maximum to Order

Minimum: 300,000.00 Dollars, U.S.

Maximum: 26,019,351.48 Dollars, U.S.

| Item | Supplies/Service                                                                                                                                                                                                                              | Estimated Quantity | Unit        | Unit Price | Amount |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|------------|--------|
| 0001 | OPERATIONS<br>The Contractor shall supply all labor, materials, and services needed to provide vehicle and heavy equipment repair parts in accordance with the Performance Work Statement (PWS).<br><br>Pricing Arrangement: Firm Fixed Price | 60                 | Months      |            |        |
| 0002 | PRICE LISTED (PL) PARTS<br>Funding for Contractor-provided Price Listed (PL) parts shall be provided in accordance with the PWS.<br><br>Pricing Arrangement: Time and Materials                                                               | 60                 | Group       |            |        |
| 0003 | NON-PRICE LISTED (NPL) PARTS<br>Funding for Contractor-provided Non-Price Listed (NPL) parts shall be provided in accordance with the PWS.<br><br>Pricing Arrangement: Time and Materials                                                     | 60                 | Group       |            |        |
| 0004 | DELIVERY DRIVER<br>Funding for Delivery Driver Labor Hours shall be provided in accordance with the PWS. See PWS - 4.n for details on the payment of delivery driver hours.<br><br>Pricing Arrangement: Labor Hour                            | 16,200             | Labor Hours |            |        |

## **Continuation of Description**

### **Requirements**

To provide repair parts, replacement components, supplies, materials, equipment and services in support of automotive, forklift, heavy equipment, material handling, construction, and civil engineering equipment maintenance, via a staffed on-site parts store or contractor-owned consignment inventory, on-demand delivery service, or a combination of two or more methods. This effort supports the United States Marine Corps (USMC) Southwest Region Fleet Transportation (SWRFT) division, which consist of seven (7) sites throughout California and Arizona.

## Continuation of Packaging and Marking

## Continuation of Inspection and Acceptance

## Continuation of Deliveries or Performance

Overall Contract Delivery Period

Period of Performance

From 12 Dec 2026 to 11 Dec 2031

The ordering period above may include unexercised options

| Line Item | Delivery Schedule                                                 | Estimated Quantity | Address and POC |
|-----------|-------------------------------------------------------------------|--------------------|-----------------|
| 0001      | Period of Performance<br>From<br>12 Dec 2026<br>To<br>11 Dec 2031 | 60 Months          |                 |
| 0002      | Period of Performance<br>From<br>12 Dec 2026<br>To<br>11 Dec 2031 | 60 Group           |                 |
| 0003      | Period of Performance<br>From<br>12 Dec 2026<br>To<br>11 Dec 2031 | 60 Group           |                 |
| 0004      | Period of Performance<br>From<br>12 Dec 2026<br>To<br>11 Dec 2031 | 16,200 Labor Hours |                 |

## Continuation of Accounting and Appropriation Data

# Contract Clauses

## FAR Clauses Incorporated by Reference

| Number    | Title                                                                                                             | Effective Date | Alternate/ Deviation | Variation Effective Date |
|-----------|-------------------------------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 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       |                      |                          |
| 52.203-3  | Gratuities.                                                                                                       | Apr 1984       |                      |                          |
| 52.203-6  | Restrictions on Subcontractor Sales to the Government.                                                            | Jun 2020       |                      |                          |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038)                                                   | Feb 2026       |                      |                          |
| 52.209-9  | Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)                | Feb 2026       |                      |                          |
| 52.212-4  | Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)                          | Feb 2026       |                      |                          |
| 52.219-6  | Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)                                                  | Feb 2026       |                      |                          |
| 52.219-8  | Utilization of Small Business Concerns. (Deviation 2026-O0038)                                                    | Feb 2026       |                      |                          |
| 52.222-19 | Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)                                     | Mar 2026       |                      |                          |
| 52.222-35 | Equal Opportunity for Veterans. (Deviation 2026-O0038)                                                            | Feb 2026       |                      |                          |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)                                           | Feb 2026       |                      |                          |
| 52.222-37 | Employment Reports on Veterans. (Deviation 2026-O0038)                                                            | Feb 2026       |                      |                          |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)                    | Feb 2026       |                      |                          |
| 52.222-41 | Service Contract Labor Standards. (Deviation 2026-O0038)                                                          | Feb 2026       |                      |                          |
| 52.222-44 | Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (Deviation 2026-O0038)            | Feb 2026       |                      |                          |
| 52.222-54 | Employment Eligibility Verification. (Deviation 2026-O0038)                                                       | Feb 2026       |                      |                          |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)                                               | Feb 2026       |                      |                          |
| 52.226-8  | Encouraging Contractor Policies to Ban Text Messaging While Driving.                                              | May 2024       |                      |                          |
| 52.229-12 | Tax on Certain Foreign Procurements. (Deviation 2026-O0038)                                                       | Feb 2026       |                      |                          |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management.                                                 | Oct 2018       |                      |                          |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors.                                                  | Mar 2023       |                      |                          |
| 52.233-3  | Protest after Award. (Deviation 2026-O0038)                                                                       | Feb 2026       |                      |                          |
| 52.233-4  | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)                                               | Feb 2026       |                      |                          |
| 52.219-33 | Nonmanufacturer Rule. (Deviation 2026-O0038)                                                                      | Feb 2026       |                      |                          |
| 52.223-12 | Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Deviation 2026-O0038) | Feb 2026       |                      |                          |

## DFARS Clauses Incorporated by Reference

| Number       | Title                                                                                                                | Effective Date | Alternate/ Deviation | Variation Effective Date |
|--------------|----------------------------------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials.                                                       | Sep 2011       |                      |                          |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights.                                                             | Dec 2022       |                      |                          |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors.                                                                    | Jan 2023       |                      |                          |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting.                                               | May 2024       |                      |                          |
| 252.223-7008 | Prohibition of Hexavalent Chromium.                                                                                  | Jan 2023       |                      |                          |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime.                                                    | Jan 2023       |                      |                          |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.                                      | Jun 2023       |                      |                          |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. | Jan 2023       |                      |                          |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports.                                                     | Dec 2018       |                      |                          |
| 252.232-7010 | Levies on Contract Payments.                                                                                         | Dec 2006       |                      |                          |
| 252.243-7002 | Requests for Equitable Adjustment.                                                                                   | Dec 2022       |                      |                          |
| 252.245-7005 | Management and Reporting of Government Property.                                                                     | Jan 2024       |                      |                          |
| 252.247-7023 | Transportation of Supplies by Sea.                                                                                   | Oct 2024       |                      |                          |
| 252.219-7000 | Advancing Small Business Growth.                                                                                     | Jun 2023       |                      |                          |
| 252.225-7052 | Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.                                           | May 2024       |                      |                          |
| 252.246-7003 | Notification of Potential Safety Issues.                                                                             | Jan 2023       |                      |                          |
| 252.246-7008 | Sources of Electronic Parts.                                                                                         | Jan 2023       |                      |                          |

## FAR Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(End of clause)

**52.222-42 Statement of Equivalent Rates for Federal Hires. (Tailored)****(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 5332.

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

| <b>Employee Class</b>              | <b>Monetary Wage-Fringe Benefits</b> |
|------------------------------------|--------------------------------------|
| <u>01191 - Order Clerk</u>         | \$20.46 - \$22.32                    |
| <u>01051 - Data Entry Operator</u> | \$18.89 - \$20.60                    |
| <u>99810 - Sales Clerk</u>         | \$15.88 - \$17.59                    |
| <u>21130 - Shipping Clerk</u>      | \$19.48 - 21.19                      |
| <u>21150 - Stock Clerk</u>         | \$20.55 - 22.26                      |
|                                    |                                      |

(End of clause)

**52.223-11 Ozone-Depleting Substances. (Deviation 2026-O0038)****(Feb 2026)**

OZONE-DEPLETING SUBSTANCES (FEB 2026) (DEVIATION 2026-O0038)

(a) *Definition.* As used in this clause-*Ozone-depleting substance* means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) *Requirement.* In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of clause)

**52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)****(Feb 2026)**

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

*Small business concern-*

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

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

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

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

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

(3) For long-term contracts-

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/suppo--table-size-standards>.

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

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

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

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

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

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

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

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under \_\_\_\_ NAICS Code assigned to \_\_\_\_ contract number.

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

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

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

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

(6) *HUBZone joint venture eligible under the HUBZone Program.*[ *Complete only if the offeror is a HUBZone small business concern.* ] The offeror represents, as part of its offer, that It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [\_\_\_\_ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [\_\_\_\_ Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

## **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.

**N/A**

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

**2 in 1**

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

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

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

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

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

Routing Data Table\*

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC       | <u>HQ0871</u>                     |
| Issue By DoDAAC           | <u>M00681</u>                     |
| Admin DoDAAC              | <u>M00681</u>                     |
| Inspect By DoDAAC         | <u>M93328</u>                     |
| Ship To Code              | <u>M93328</u>                     |
| Ship From Code            | ==                                |
| Mark For Code             | <u>M93328</u>                     |
| Service Approver (DoDAAC) | <u>M93328</u>                     |
| Service Acceptor (DoDAAC) | ==                                |
| Accept at Other DoDAAC    | ==                                |
| LPO DoDAAC                | ==                                |
| DCAA Auditor DoDAAC       | ==                                |

|                 |    |
|-----------------|----|
| Other DoDAAC(s) | == |
|-----------------|----|

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

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

(g) *WAWF point of contact.*

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

- **See each task order**

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

(End of clause)

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

## Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

### Addendum to Contract Clauses

#### Contract Clauses

##### FAR Clauses Incorporated by Reference

| Number    | Title                                                                                                                                                                  | Effective Date | Alternate/ Deviation | Variation Effective Date |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 52.203-6  | Restrictions on Subcontractor Sales to the Government. (Alternate I)                                                                                                   | Jun 2020       | Alternate I          | Nov 2021                 |
| 52.204-9  | Personal Identity Verification of Contractor Personnel.                                                                                                                | Jan 2011       |                      |                          |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)                                                                                 | Feb 2026       |                      |                          |
| 52.209-6  | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | Feb 2026       |                      |                          |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)                                                                               | Apr 2026       |                      |                          |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038)                                                                                                           | Feb 2026       |                      |                          |
| 52.244-6  | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)                                                                                   | Apr 2026       |                      |                          |
| 52.245-9  | Use and Charges.                                                                                                                                                       | Apr 2012       |                      |                          |
| 52.228-5  | Insurance-Work on a Government Installation.                                                                                                                           | Jan 1997       |                      |                          |
| 52.240-93 | Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)                                                                                   | Feb 2026       |                      |                          |

##### DFARS Clauses Incorporated by Reference

| Number       | Title                                                                                       | Effective Date | Alternate/ Deviation | Variation Effective Date |
|--------------|---------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 252.201-7000 | Contracting Officer's Representative.                                                       | Dec 1991       |                      |                          |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Jan 2023       |                      |                          |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders.                                  | Oct 2024       |                      |                          |
| 252.225-7001 | Buy American and Balance of Payments Program.                                               | Feb 2024       |                      |                          |
| 252.225-7002 | Qualifying Country Sources as Subcontractors.                                               | Mar 2022       |                      |                          |
| 252.225-7012 | Preference for Certain Domestic Commodities.                                                | Apr 2022       |                      |                          |
| 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings.                                     | Jan 2023       |                      |                          |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel.                          | Jan 2023       |                      |                          |
| 252.245-7003 | Contractor Property Management System Administration                                        | Jan 2025       |                      |                          |
| 252.204-7023 | Reporting Requirements for Contracted Services. (Alternate I)                               | Jul 2021       | Alternate I          | Jul 2021                 |
| 252.240-7997 | NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)                         | Feb 2026       | Deviation 2026-O0025 | Feb 2026                 |

##### FAR Clauses Incorporated by Full Text

#### 52.216-18 Ordering. (Tailored) (Aug 2020)

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 12 December 2026 through 11 Dec 2031.

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

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

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

- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either-
- (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
- (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

**52.216-19 Order Limitations. (Tailored)**

**(Oct 1995)**

Order Limitations (Oct 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$300,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of \$26,019,351.48;
- (2) Any order for a combination of items in excess of \$26,019,351.48; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-22 Indefinite Quantity. (Deviation 2026-O0038) (Tailored)**

**(Feb 2026)**

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12 months from the last day of the contract ordering period, or, if the option under FAR 52.217-8 has been exercised, 12 months from the expiration of that extended ordering period.

(End of clause)

**52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Alternate I)**

**(Feb 2026) Alternate I (Feb 2026)**

*Alternate I* (Feb 2026) (Deviation 2026-O0038). When contemplating a time-and-materials or labor-hour contract, substitute the following paragraphs (a), (b), (i), (l), and (m) for those in the basic clause.

- (a) The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. As used in this clause-

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

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

- (1) Performed by the contractor;
- (2) Performed by the subcontractors; or
- (3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

*Materials* means-

- (1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- (2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
- (3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
- (4) The following subcontracts for services which are specifically excluded from the hourly rate: \_\_\_\_ *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.];* and
- (5) Indirect costs specifically provided for in this clause.

*Subcontract* means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. \_\_\_\_ *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (b)(4) and (5) of this clause, the Government may, at any time, require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(i) *Payments.*

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

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

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

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

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

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

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

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other direct costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **NONE**

(2) *Indirect costs.* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: **NONE**

(2) *Total cost.* The total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price.

If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the revised estimate of the total amount of effort to be required under the contract.

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

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government will pay any such increases within 30 days, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) The Contracting Officer will issue a final decision if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR part 32 in effect on the date of this contract.
- (viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
- (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (9) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work under this contract and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**52.217-8 Option to Extend Services. (Tailored)**

**(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 15 days.

(End of clause)

**DFARS Clauses Incorporated by Full Text**

**252.237-7023 Continuation of Essential Contractor Services.**

**(Oct 2010)**

**CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)**

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment \_\_\_\_\_, Mission-Essential Contractor Services, dated \_\_\_\_\_.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

## List of Contract Documents, Exhibits, or Attachments

### Attachments:

| Number | Attachment Name                                   | Attachment Description     | Reference Identifier | Date        |
|--------|---------------------------------------------------|----------------------------|----------------------|-------------|
| 01     | Atch 1 - PERFORMANCE WORK STATEMENT (PWS)         | Performance Work Statement |                      | 22 Sep 2026 |
| 02     | Fleet Equipment Spreadsheet                       |                            |                      | 22 Sep 2026 |
| 03     | Past Performace Data sheet- Questionnaire         |                            |                      | 22 Sep 2026 |
| 04     | Pricing Workbook                                  |                            |                      | 22 Sep 2026 |
| 05     | WD - 2015-5475, Rev 30, Dtd Aug 27,2026 Yuma      | Wage Determination         |                      | 22 Sep 2026 |
| 06     | WD - 2015-5629, Rev 31, Dtd Aug 27,2026 Riverside | Wage Determination         |                      | 22 Sep 2026 |
| 07     | WD - 2015-5635, Rev 31, Dtd Aug 22,2026 San Diego | Wage Determination         |                      | 22 Sep 2026 |
| 08     | WD - 2015-5671, Rev 32, Dtd Aug 21,2026 Mono      | Wage Determination         |                      | 22 Sep 2026 |

## Solicitation Provisions

### FAR Clauses Incorporated by Reference

| Number   | Title                                                                                        | Effective Date | Alternate/ Deviation | Variation Effective Date |
|----------|----------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-00038) | Feb 2026       |                      |                          |

### DFARS Clauses Incorporated by Reference

| Number       | Title                                                                                          | Effective Date | Alternate/ Deviation | Variation Effective Date |
|--------------|------------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials.                               | Sep 2022       |                      |                          |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls.                             | Oct 2016       |                      |                          |
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System.                                     | Mar 2023       |                      |                          |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime.                           | May 2022       |                      |                          |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. | Jun 2023       |                      |                          |

### DFARS Clauses Incorporated by Full Text

#### 252.204-7017 **Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.** (May 2021)

##### PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

**252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation.**

**(Dec 2019)**

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

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

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

(c) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

# Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

## 52.212-1 ADDENDUM

### Instructions to Offerors

1. SUMMARY: This solicitation is a request for proposal being conducted in accordance with Revolutionary FAR Overhaul (RFO) Part 12 using Part 15 procedures. The resulting award will be a Single Award Indefinite Delivery Indefinite Quantity contract with Firm-Fixed Price, Labor Hour, and Time and Materials contract line items. This commercial requirement shall provide the United States Marine Corps (USMC) with a Contractor-Operated Parts Store (COPARS) to support the Southwest Region Fleet Transportation (SWRFT) mission.

2. SUBMISSION OF PROPOSALS: Proposals must be received no later than the date and time specified in block #8, page #1 of the SF1449 - Pacific Time. Proposals shall be submitted via email. All email transmissions must clearly state the solicitation number in the subject line to ensure proper receipt. The USMC email system does not accept email messages larger than 35MB, recommendation is to send multiple emails limiting attachment size to 2MB. If multiple emails are submitted, please number the emails. For example, "email 1 of 3", "email 2 of 3", and "email 3 of 3". Proposals shall be emailed to both Jody L Koch (Contract Specialist) at [Jody.Koch@usmc.mil](mailto:Jody.Koch@usmc.mil) and Paul Wiggins (Contracting Officer) at [Paul.Wiggins@usmc.mil](mailto:Paul.Wiggins@usmc.mil).

\*\*\* MAILED and FAXED PROPOSALS WILL NOT BE ACCEPTED\*\*\*

\*\*\*CDs / External Media Devices WILL NOT BE ACCEPTED\*\*\*

The Government office designated for receipt of the proposal is the email inbox of the addressees indicated above. Notwithstanding the provisions at RFO 52.212-1(c), delivery is not accomplished until the addressees can open the email. Delivery to a server or an email inbox on a server is not considered delivery to the designated Government office and the proposal is not under the Government's control until the addressees can open the email. The email shall not be considered to be delivered unless the entire content of the email and all attachments can be read by the addressees indicated above. Receipt of an electronic acknowledgment from the addressee establishes that a record was received but does not establish that the content sent corresponds to the content received. Offerors are specifically warned that email may be subjected to spam filters or attachment stripping.

Attention is directed to RFO 52.212-1(c), concerning late submissions. Offerors are responsible for allowing adequate time for transmission to be completed. The Offeror bears the risk of non-receipt of transmissions and should ensure that all pages of the proposal (and any authorized modifications) have been received by the designated office before the deadline indicated. Pages of a transmission that arrive after the deadline will not be considered.

The Government intends to evaluate proposals and make the award without negotiations with offerors based solely on the initial proposals received. However, pursuant to RFO 52.212-1, the Government reserves the right to conduct negotiations if later determined by the Contracting Officer to be necessary.

3. SYSTEM FOR AWARD MANAGEMENT (SAM): The Offeror's registration in SAM must be active. For information and registration go to <http://www.sam.gov>.

4. PERIOD OF ACCEPTANCE OF OFFERORS: The pricing terms and conditions of the proposals should be valid for **120 days**.

5. COMPLETE SUBMISSION: Only complete proposals received will be considered.

### 6. REQUIREMENTS FOR PROPOSAL CONTENT

The proposal must demonstrate a comprehensive understanding of and ability to meet all requirements set forth in the RFP's Performance Work Statement (PWS). General statements that the Offeror can or will comply with the requirements will NOT constitute compliance. Offerors must provide sufficient detail to substantiate all statements and demonstrate the capability to accomplish the PWS requirements.

#### 6.1 General Formatting and Submission Instructions

##### 6.1.1 Document Formatting:

- a. Proposals shall be prepared for standard 8-1/2 x 11-inch paper.

- b. Margins shall be a minimum of one inch on all sides.
- c. The text font shall be Times New Roman, no smaller than 12-point.
  - d. Text within tables, diagrams, and graphics may use a font no smaller than 8-point.
- e. All pages shall be numbered consecutively within each volume (e.g., I-1, I-2, II-1, II-2).

#### 6.1.2 Header and Footer Information:

The header or footer of each page must include:

- a. The Offeror's name
- b. The Solicitation number
- c. The volume number
- d. The page number

#### 6.1.3 Electronic File Requirements:

- a. Files shall be compatible with Microsoft Word (.docx), Microsoft Excel (.xlsx), and Adobe Acrobat (.pdf).
- b. All Excel spreadsheets must be operable with formulas included (not value-only).
- c. All signed documents must be submitted in .pdf format.
- d. No files shall be password protected.

#### 6.2 Controlled Unclassified Information (CUI) Markings;

Offeror proposals contain CUI and must be marked appropriately. At a minimum, the following markings must be applied:

- a. Cover Page: "This proposal includes data that shall not be disclosed outside the Government..." (etc., as specified in the solicitation).
- b. Header/Footer: Each page shall be marked "CUI//PROCURE".

#### 6.3 Proposal Volumes and Page Limitations

##### 6.3.1 Required Volumes - proposals must contain the following three (3) volumes:

- a. Volume I: Technical
- b. Volume II: Past Performance
- c. Volume III: Price / Solicitation Documents

##### 6.3.2 Page Limitations:

- a. Volume I (Technical): 20-page limit (Note: Resumes are limited to 2 pages per resume; but resumes do NOT count towards overall page limit for Volume I)
- b. Volume II (Past Performance): 9-page limit

c. Volume III (Price): No page limit

6.3.3 Page Limit Exclusions:

- a. The following do not count toward the page limits: Cover pages, tables of contents, glossaries, CPARS records, resumes and PPQ Section III forms submitted by assessors.
- b. All proposal material must be contained within page limit(s) identified for each volume, unless otherwise specified. Pages submitted in excess of the page limitations described above will not be evaluated. No hyperlinks to locations outside a document are acceptable.
- c. Pages shall be numbered consecutively within each volume file showing volume section and page. For example, page 9 of Volume I would be numbered I-9 and page 10 of Volume II would be numbered II-10.
- d. Each Volume must be separate and complete so that the evaluation may be accomplished independently for each part. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal.

Proposals need to contain the following three (3) Volumes:

**VOLUME I: TECHNICAL**

Offerors shall submit a written technical proposal demonstrating an actionable, operationally sound approach to fulfilling this SWRFT COPARS requirement.

Mere restatements of the PWS, blanket statements of compliance, or reliance on vague phrasing (e.g., "standard industry practice," "well-known techniques," "Offeror understands and will adhere") without detailed supporting methodology will be deemed non-compliant with material solicitation requirements, resulting in a rating of Unacceptable and making the proposal ineligible for award.

Volume I shall address the following elements:

**Technical & Sourcing Approach:**

The Offeror shall present a comprehensive technical and logistics methodology to supply parts, supplies, and materials across all seven (7) SWRFT sites (Camp Pendleton, Miramar, MCRD San Diego, 29 Palms, Barstow, Bridgeport, and Yuma). Methodology must include the following:

- Define the operational delivery approach for each location (e.g., on-site staffed COPARS, consignment inventory, scheduled/on-demand delivery routes, hybrid, etc.).
- Detail established supplier agreements with Tier-1 national distributors, Original Equipment Manufacturers (OEM), and commercial aftermarket sources across automotive, heavy equipment, forklift, and construction categories.

- Detail the localized supply chain infrastructure and supplier networks located within a 100-mile radius of each SWRFT installation, specifically detailing how remote/austere locations (Bridgeport, 29 Palms, and Yuma) will be supported.
- Detail standard operating procedures (SOPs) for rapid parts research, converting OEM to aftermarket part numbers, and procuring non-price listed (NPL) parts at lowest net cost without markup.
- Detail procedures for tracking backorders, identifying interchangeable items, and utilizing expedited/premium freight to resolve supply bottlenecks.

#### **Store Operations & Inventory Management:**

The Offeror shall detail its operational methodology for inventory control, automated data tracking, and facility management across all SWRFT locations, including:

- Describe the commercial inventory/POS software proposed to track real-time stock levels, automated reorder triggers, historical consumption, core tracking, and site-level/consolidated usage reports.
- Detail the operational process and staffing workflow to manually input required sales and parts usage data into the Government's Fleet Management Information System (FMIS) within two (2) business days of sale (PWS 4.11).
- Describe procedures for establishing and adjusting baseline stock levels based on rolling 6-month demand averages, managing consignment inventories, and conducting periodic stock checks and consumption tracking to guarantee a maximum 5% out-of-stock rate.
- Describe the internal control and audit procedures for reconciling vendor invoices, pre-numbered Sales/Credit Slips (PWS 4.10), and semi-monthly Recap Statements against authorized USMC work orders and physically delivered parts.

#### **Staffing, Quality Control & Transition Plan:**

The Offeror shall present an actionable management, staffing, and phase-in plan capable of ensuring high-quality, uninterrupted service, including:

- Provide an organizational overview detailing clear lines of authority, on-site supervision, and designated Primary and Alternate Points of Contact (POCs) capable of responding to the COR within one (1) hour.
- Detail the staffing approach for parts specialists, counter personnel, and delivery drivers, including technical competency in commercial/tactical fleet parts, English language proficiency, surge/turnover coverage, and cross-training.
- Provide resumes for the Primary Point of Contact (POC), Alternate POC, and counter staff demonstrating requisite technical experience IAW PWS Section 3.4.
- Outline the QCP methodology, including routine inspection checkpoints, accuracy verification for delivered parts, performance metrics tracking against the Performance Requirements Summary (PRS), and corrective action procedures for non-conforming services and/or deliverables.
- Provide a phase-in plan demonstrating a seamless transition without disruption to fleet maintenance operations that complies with the required timelines in PWS 3.4.3 (non-COPARS) / 3.4.4 (COPARS).

**NOTE: The offeror is hereby notified that the Government may incorporate any areas of the awardee's final technical proposal which were identified by the government as a strength into the contract as an Appendix to the PWS.**

#### **VOLUME II: PAST PERFORMANCE**

The Offeror shall submit no more than **THREE (3)** past performance records under this volume. The Offeror shall use Sections I and II of Attachment 3 (Past Performance Questionnaire), to identify and detail the scope, magnitude and complexity of their proposed past performance records. The Offeror shall include Attachment 3, with Sections I and II filled out, for each of the (up to) three (3) past performance records in their Volume II Proposal.

If there is a CPARS evaluation record available for the referenced past performance contract(s), the Offeror shall include a copy of the most recent CPARS evaluation for that referenced contract in their Volume II Proposal. If CPARS are available, the Offeror does NOT have to contact a POC requesting Section III of Attachment 3 be filled out.

If there is NOT a CPARS evaluation record available for the referenced past performance contract(s), the Offeror shall send the partially completed Attachment 3 to the applicable point of contact (POC) who will act as an independent assessor of performance, and request they complete Section III of Attachment 3, assessing the quality of performance, then submit the finalized document directly to the Government Contracting Office. NOTE: The assessor, not the offeror, shall email the completed Section III of the Past Performance Questionnaire (Attachment 3) BEFORE THE DUE DATE FOR PROPOSALS directly to both Jody L Koch (Contract Specialist) at [Jody.Koch@usmc.mil](mailto:Jody.Koch@usmc.mil) and Paul Wiggins (Contracting Officer) at [Paul.Wiggins@usmc.mil](mailto:Paul.Wiggins@usmc.mil). The offeror, NOT THE GOVERNMENT, is responsible for ensuring that the Government receives questionnaires from assessors.

Offerors are responsible for the accuracy of all data provided. The offeror should ensure that points of contact identified for each Past Performance effort are aware that they may be contacted by the Government. The Government may contact the references provided or check available Government records, such as CPARS, for performance evaluation information on these past performance references.

If subcontractor experience is submitted for consideration as part of the proposal, the offeror should include a commitment signed by offeror and subcontractor certifying that if a contract is awarded resulting from the proposal, the parties commit to joint performance as proposed. If the signed commitment is not fully executed by both parties and provided with the Past Performance Proposal, subcontractor references will not be evaluated or considered.

Affiliate companies, sister companies, teaming arrangements, joint venture agreement, etc., will be considered provided that sufficient documentation is included in the proposal. The primary offering entity must demonstrate that the affiliate will perform significant and critical aspects of the contract if awarded. Documentation includes a copy of the signed arrangement such as documented affiliation, a copy of the teaming agreement, a copy of the joint venture agreement, etc.

## **VOLUME III: PRICE / SOLICITATION DOCUMENTS**

### **1. Signed 1449 (Solicitation & Amendments)**

The Offeror shall submit fully executed solicitation documents:

- SF 1449 Execution: Complete, sign, and date the standard solicitation form (SF 1449) in Block 30a-30c by an official authorized to bind the organization.
- Amendment Acknowledgment: Submit signed copies of Block 15 of all standard form amendments (SF 30) issued prior to proposal closing or explicitly acknowledge all amendment numbers and dates within the proposal cover letter.

### **2. Proposal Cover Letter**

The Offeror shall provide a formal cover letter on corporate letterhead, signed by an authorized corporate official, detailing the following mandatory information:

- Solicitation Identification: State the formal RFP solicitation number and project title.
- Company Information: State the company's full legal name, physical address, mailing address, Unique Entity Identifier (UEI) number, CAGE Code, and primary telephone number.

- **Authorized Negotiators & Signatories:** Provide the full name, official title, telephone number, and email address of the designated corporate official(s) with legal authority to obligate the company contractually and conduct negotiations with the Government.
- **Warranty Terms:** Explicitly state the terms and conditions of all commercial and express warranties offered for delivered parts, components, and services.
- **Remittance Data:** State the designated "Remit to" payment address if distinct from the primary corporate mailing address.
- **Solicitation Acknowledgment:** List all issued solicitation amendments along with receipt dates (if applicable).
- **Terms Acceptance & Exception Disclosure:** Provide an affirmative statement confirming full agreement with all terms, conditions, and provisions outlined in the solicitation. Clearly articulate any specific exceptions taken along with the supporting rationale; *note that taking exception to terms and conditions may render the proposal unacceptable and ineligible for award.*

### 3. Solicitation Provisions & Certifications

The Offeror shall complete and return all required solicitation provisions, representations, and certifications:

- **SAM:** Complete representations/certifications in SAM. Ensure all representations and certifications included in this solicitation are completed in SAM. If any representations and certifications included in the solicitation are not available in SAM, submit your representations and certifications in Volume 3, in addition to certifying that all other representations and certifications are complete.
- **Mandatory Completions:** Complete all fill-in provisions contained within the solicitation document.
- **Completeness Rule:** If a specific provision or fill-in block is not applicable, the Offeror must affirmatively enter "None" or "Not Applicable" rather than leaving the entry blank.

### 4. Price Proposal Documents

The Offeror shall submit a complete, fully reconciled price proposal strictly adhering to the following parameters:

- **SF 1449 Price Insertion:** Enter fully extended pricing for all required Contract Line Item Numbers (CLINs) directly on the SF 1449 form, with the exception of Time-and-Materials (T&M) CLIN 0003. For CLIN 0003, the Government will establish the Not-To-Exceed (NTE) ceiling; offerors are not required to complete the unit price and extended price for CLIN 0003 on the SF 1449.
- **Pricing Workbook Completion (Attachment 4)** including Parts Discounts for Price-Listed Parts Times and Materials (T&M) CLIN 0002: Complete all data input tabs within the Government-provided Pricing Workbook (Attachment 4) for the entire 5-year Ordering Period (following the instructions on the spreadsheet), including the proposed Firm Fixed Price (FFP) amounts for CLIN 0001 and the fully burdened hourly labor rates for Delivery Driver Labor-Hour (LH) CLIN 0004 for each year of the ordering period. For T&M CLIN 0002, the offeror must utilize RFP Attachment 4 (CLIN Pricing Workbook) to provide proposed discount percentages for identified parts categories. The proposed discounts will be incorporated into the resultant contract via an appendix to the Performance Work Statement (PWS).
- Per RFO 52.216-31, the Offeror must specify fixed hourly rates that include wages, overhead, general and administrative expenses, and profit. The Offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by: (1) the Offeror; (2) Subcontractors; and/or (3) Divisions, subsidiaries, or affiliates of the Offeror under a common control.
- **Two-Decimal Precision Rule:** All monetary values, hourly rates, unit prices, discount percentages, and extended CLIN totals entered on the SF 1449 and attachments must be calculated and presented to exactly two (2) decimal places (e.g., \$XX.XX or XX.XX%).

### 5. Teaming Structure

Offeror shall provide a list of every entity on the proposed Offeror's team: Prime Contractor, all named subcontractors, any joint venture partners, commercial teaming entities, etc."

### 6. Continuation of Mission-Essential Services

DFARS 252.237-7023 is included in this RFP and resultant contract. Therefore, Offerors shall provide a written plan describing how it will continue to perform the essential contractor services (all CLINs under this contract) during a period of crisis IAW DFARS Provision 252.237-7024.

**Incomplete proposals may not be considered.** The Offeror agrees to hold the proposal firm for **120 calendar days** from the date specified for receipt of proposals.

6.4 QUESTIONS CONCERNING THE SOLICITATION: Questions shall be submitted by email no later than 9:00 am Pacific Time 7 calendar days from the date identified in block #8, page #1 of the SF1449 to Jody L Koch, Jody.Koch@usmc.mil and Paul Wiggins, Paul.Wiggins@usmc.mil. No phone questions will be accepted. The deadline is necessary to ensure timely award and the Government may, in its sole discretion, choose not to respond to questions received after the deadline. All questions will be reviewed and responded to by an amendment to the solicitation.

## Evaluation - Commercial Products and Commercial Services

### FAR Clauses Incorporated by Full Text

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

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

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

- Technical
- Past Performance
- Price

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

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

(End of provision)

## Addendum to Evaluation - Commercial Product and Commercial Services

### 52.212-2 ADDENDUM

#### Evaluation-Commercial Items

(a) This is a competitive selection in which the competing offers will be evaluated on a basis of Tradeoff process. Evaluation procedures shall be IAW RFO 15.202. The Government expects to award a five-year ordering period, with the option to extend services up to six months pursuant to RFO 52.217-8. The Government reserves the right to: award without negotiations or make no award.

(b) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(c) In accordance with RFO 15.204-1(b), the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. As such, unless the Government elects to make an award based on initial offers, the Government may establish a competitive range to offerors whose proposals demonstrate a high likelihood of receiving an award, price and non-price factors considered.

(d) To be eligible for award, an Offeror must have provided a Continuation of Mission-Essential Services Plan that addresses all required elements in DFARS Provision 252.237-7024.

(e) The following factors shall be used to evaluate offers.

Factor 1 - Technical

Factor 2 - Past Performance

Factor 3 - Price

Factor 1: Technical and Factor 2: Past Performance when combined are significantly more important than Factor 3: Price. All non-priced factors are weighed equally. Price becomes increasingly more important when Offerors receive similar ratings for the non-price factors.

Each Offeror's Technical Proposal (Factor 1) will be evaluated and assigned a rating from the following table:

**Combined Technical/Risk Rating Table**

| ADJECTIVAL<br>RATING | DESCRIPTION |
|----------------------|-------------|
|                      |             |

|                     |                                                                                                                                                                                                                   |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>OUTSTANDING</b>  | <b>Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.</b> |
| <b>GOOD</b>         | <b>Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.</b>          |
| <b>ACCEPTABLE</b>   | <b>Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.</b>                                      |
| <b>MARGINAL</b>     | <b>Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.</b>                                                                 |
| <b>UNACCEPTABLE</b> | <b>Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.</b>                                  |

## **VOLUME I**

### **EVALUATION FACTOR 1: TECHNICAL**

The Government will evaluate the Offeror's Technical Proposal to assess the operational feasibility, thoroughness, and effectiveness of the proposed approach to fulfilling this SWRFT COPARS requirement.

The Government will assign a single Combined Technical/Risk Rating to Factor 1 based on a holistic evaluation of the following three (3) elements:

#### **Technical & Sourcing Approach**

The Government will evaluate:

- The operational feasibility, reliability, and efficiency of the proposed delivery distribution model for each of the seven (7) SWRFT locations.
- The depth, diversity, and binding nature of established supplier agreements with Tier-1 national distributors, Original Equipment Manufacturers (OEMs), and authorized commercial aftermarket sources across automotive, heavy equipment, forklift, and construction categories.
- The strength and responsiveness of the local supply network within a 100-mile radius of each SWRFT installation, specifically assessing the Offeror's ability to guarantee required delivery turnaround times to remote/austere locations (Bridgeport, 29 Palms, and Yuma).

- The effectiveness of the proposed Standard Operating Procedures (SOPs) for rapid parts research, converting OEM to aftermarket part numbers, and procuring Non-Price-Listed (NPL) parts at lowest net cost without markup.
- The robustness of backorder tracking, identification of interchangeable items, and expedited/premium freight procedures to prevent vehicle downtime.

#### **Store Operations & Inventory Management:**

The Government will evaluate:

- The capability and operational maturity of the proposed commercial inventory/POS software to provide automated, real-time stock visibility, reorder triggers, consumption tracking, core tracking, and site-level/consolidated reporting.
- The adequacy of the staffing workflow and operational approach to manually enter all required sales and parts data into the Government's Fleet Management Information System (FMIS) within two (2) business days of sale (PWS 4.11).
- The effectiveness of inventory control procedures to establish baseline stock levels using rolling 6-month demand averages, manage consignment inventories, and execute periodic stock checks to guarantee a maximum 5% out-of-stock rate.
- The thoroughness and auditability of internal control procedures for reconciling vendor invoices, pre-numbered Sales/Credit Slips (PWS 4.10), and semi-monthly Recap Statements against authorized USMC work orders and physically delivered parts.

#### **Staffing, Quality Control & Transition Plan**

The Government will evaluate:

- The clarity of organizational lines of authority, on-site supervision, and the responsiveness of designated Primary and Alternate Points of Contact (POCs) (guaranteeing 1-hour response times per PWS 3.4).
- The adequacy and technical competence of the staffing approach (parts specialists, counter personnel, and delivery drivers) across mixed commercial/tactical platforms, English language proficiency, surge capacity, and turnover mitigation.
- The relevant technical qualifications and experience reflected in the resumes submitted for key management and counter personnel IAW PWS 3.4.
- The thoroughness of the Quality Control Plan (QCP), including proactive inspection checkpoints, accuracy verification for delivered parts, metrics tracking against the Performance Requirements Summary (PRS), and rapid corrective action procedures.
- The thoroughness and risk-mitigation of the proposed transition plan to achieve full operational readiness without disruption to USMC fleet maintenance operations, in strict compliance with the timelines set forth in the PWS 3.4.3.

## **VOLUME II**

### **EVALUATION FACTOR 2: PAST PERFORMANCE**

In conducting the past performance evaluation, the Government will consider the offeror's demonstrated recent and relevant record of performance in supplying services that meet the contract's requirements. In accordance with RFO 15.104(3), the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. These are combined to establish one performance confidence assessment rating for each offeror.

(1) Evaluation Process. There are three aspects to the past performance evaluation: recency, relevancy, and quality. The first aspect of the past performance is to evaluate the recency of the Offeror's past performance being evaluated. The second aspect is to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. The third aspect is to establish the overall quality of the offeror's past performance.

These aspects will be evaluated as follows:

a) **Recency.** First, the Government will evaluate each past performance reference to determine recency. Recency is expressed as a time during which the past performance references are considered relevant and is critical to establishing the relevancy of past performance information. To be considered recent, the effort must have been performed during the past five (5) years from the date of issuance of this solicitation. If a reference is not deemed recent, that reference will not be evaluated in the second or third aspects of this evaluation factor.

b) **Relevancy.** Second, the Government will evaluate whether the offeror's past performance is relevant or not relevant to the required effort. Relevancy may include, but is not limited to, similarity to work contemplated under the RFP with respect to complexity, magnitude, length of performance, number of tasks, scope, type of work, and value. The Government will assess each recent past performance reference submission to determine scope magnitude, and complexity relative to this requirement.

- **Scope:** For this requirement, relevant past performance in terms of scope are past (or ongoing) efforts that involve delivery for vehicle and heavy equipment repair parts similar to the volume and type of the items required for this effort; see PWS Appendix 3 "Sample OEM Parts Table".
- **Magnitude:** Relevancy in terms of magnitude will be past (or ongoing) efforts which are similar in size (in dollars per year), and/or duration of the work actually performed under the Offeror's submitted contracts to the PWS.
- **Complexity:** Assesses how similar the offeror's referenced effort is to the PWS in terms of technical difficulty, management demands, and the ability to coordinate concurrent operations across multiple sites.

The following rating scale shall be used for past performance relevance.

| ADJECTIVAL<br>RATING         | DESCRIPTION                                                                                                                               |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>VERY<br/>RELEVANT</b>     | Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.  |
| <b>RELEVANT</b>              | Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.               |
| <b>SOMEWHAT<br/>RELEVANT</b> | Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.           |
| <b>NOT RELEVANT</b>          | Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. |

c) **Quality.** The third aspect of the past performance evaluation is to establish the overall quality of the Offeror's past performance (see RFO 15.104(b)(2)). Only recent past performance deemed Somewhat Relevant or better will be evaluated in this third step. The Government will review this past performance information (to include CPARS and/or questionnaires) and determine the quality and usefulness as it applies to a performance confidence assessment. The Government's performance confidence assessment will consider the Past Performance Worksheet submitted by offerors, Past Performance Questionnaires submitted by offeror references, their own experience with offerors, and information from third-party references. If an offeror already has had an evaluation completed within the Contractor Performance Assessment Report System (CPARS) for a past performance effort listed in the Past Performance Worksheet, a Past Performance Questionnaire (PPQ) does not need to be submitted. If a PPQ is received and there is an existing CPARS record for the same effort, the CPAR record will take precedence.

**Note: Pursuant to RFO 15.202(c)(1), an offeror without a record of relevant past performance, or for whom information on past performance is not available, may not be evaluated favorably or unfavorably on past performance. Such offerors will receive a neutral rating of Neutral Confidence.**

(2) Ratings. After the Government reviews the past performance information to determine the quality and usefulness as it applies to a performance confidence assessment, offerors will be assigned one of the following confidence ratings:

| ADJECTIVAL<br>RATING                    | DESCRIPTION                                                                                                                                                                                                                                                                   |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBSTANTIAL<br/>CONFIDENCE</b>       | Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.                                                                                                              |
| <b>SATISFACTOR<br/>Y<br/>CONFIDENCE</b> | Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.                                                                                                        |
| <b>NEUTRAL<br/>CONFIDENCE</b>           | No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance. |
| <b>LIMITED<br/>CONFIDENCE</b>           | Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.                                                                                                               |
|                                         |                                                                                                                                                                                                                                                                               |

|                                                             |                                                                                                                                                                                |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>NO<br/>CONFIDENCE</b></p> | <p>Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.</p> |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## VOLUME III

### EVALUATION FACTOR 3: PRICE

#### Evaluation Methodology:

1. **Completeness:** The Government will review the SF 1449 and Attachment 4 (Pricing Workbook) to ensure all required CLINs, fixed operations pricing, driver labor rates, and parts discount percentages have been fully addressed for the entire 5-year Ordering Period.
2. **Price Reasonableness:** Proposed prices for operations (CLIN 0001), fully burdened driver labor rates (CLIN 0004), and catalog parts discount percentages/prices (CLIN 0002) will be evaluated for reasonableness in accordance with FAR 15.404-1 using price analysis techniques. To be eligible for award, the proposed pricing must be determined fair and reasonable.
3. **Total Evaluated Price (TEP):** For evaluation and tradeoff purposes, the Government will calculate a Total Evaluated Price (TEP) by summing:
  - The proposed Firm-Fixed-Price Operations CLIN (CLIN 0001);
  - The evaluated total of Price-Listed Parts (CLIN 0002), calculated on Attachment 4 (Pricing Workbook);
  - The Government-provided Not-to-exceed amount for CLIN 0003;
  - The evaluated total for the Delivery Driver Labor-Hour CLIN (CLIN 0004), calculated by multiplying the proposed fixed hourly rates by the Government's estimated labor hours in Attachment 4;
  - The FAR 52.217-8 6-month extension, which is calculated by taking the total proposed for Year 5 and dividing it by two.

(b) **Options.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). The Government will evaluate the Option to Extend Service (FAR 52.217-8) as part of the initial competition by adding half of the final year option price to the overall proposed price.

**Note: The method utilized to calculate the price of the 6-month Option to Extend Services is for the purpose of price evaluation only. If the Option to Extend Services is exercised, it will be exercised at the terms and price of the current period being extended.**

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

# Offeror Representations and Certifications - Commercial Products and Commercial Services

## Addendum to Solicitation Provisions

### FAR Clauses Incorporated by Reference

| Number    | Title                                                                                                                           | Effective Date | Alternate/ Deviation | Variation Effective Date |
|-----------|---------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.                                      | Sep 2024       |                      |                          |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | Jan 2017       |                      |                          |
| 52.204-7  | System for Award Management-Registration. (Deviation 2026-O0038)                                                                | Feb 2026       |                      |                          |
| 52.216-31 | Time-and-Materials/Labor-Hour Proposal Requirements-Commercial Acquisition.                                                     | Nov 2021       |                      |                          |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038)                                                                        | Feb 2026       |                      |                          |
| 52.223-23 | Sustainable Products. (Deviation 2026-O0038)                                                                                    | Feb 2026       |                      |                          |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)                                 | Feb 2026       |                      |                          |

### FAR Clauses Incorporated by Full Text

**52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Deviation 2026-O0038) (Feb 2026)**

TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if-
  - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
  - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

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

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

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

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

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

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

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

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

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

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

(End of provision)

## DFARS Clauses Incorporated by Full Text

252.204-7998 **Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)** (Feb 2026) **Alternate A Deviation 2026-O0043** (Feb 2026)

### **Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)**

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, 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 (g) 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 (g) applies.

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

(f)(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 when contract performance will be in Italy.

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

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

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

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

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

☐ Use with Alternate I.

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

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

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

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

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

(g) 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 52.204-7 and paragraph (f) 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 4.203-1); 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 No. | Title | Date | Change |
|-------------------------|-------|------|--------|
| ==                      | ==    | ==   | ==     |
| ==                      | ==    | ==   | ==     |
| ==                      | ==    | ==   | ==     |
| ==                      | ==    | ==   | ==     |
| ==                      | ==    | ==   | ==     |

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

(End of provision)

**252.237-7024 Notice of Continuation of Essential Contractor Services.**

**(Oct 2010)**

#### NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) *Definitions.* "Essential contractor service" and "mission-essential functions" have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment \_\_\_\_\_, Mission Essential Contractor Services, dated \_\_\_\_\_, during periods of crisis. The offeror shall-

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum-

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

**252.225-7000 Buy American--Balance of Payments Program Certificate.**

**(Feb 2024)**

**BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(2) The Offeror certifies that the following end products are qualifying country end products:

| Line Item Number | Country of Origin |
|------------------|-------------------|
| _____            | _____             |
| _____            | _____             |
| _____            | _____             |

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

| Line Item Number | Country of Origin (If known) | Exceeds 55% Domestic Content (yes/no) |
|------------------|------------------------------|---------------------------------------|
| _____            | _____                        | _____                                 |
| _____            | _____                        | _____                                 |

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number \_\_\_\_\_

*[List as necessary]*

(End of provision)