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## Section B - Supplies or Services and Prices

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SECTION B TEXT

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

CONTRACT MINIMUM OBLIGATION

The minimum obligation guarantee for any awarded SeaPort NxG Multiple Award Contract (MAC) is \$500.00 for the life of the contract, including any options. This \$500.00 minimum obligation guarantee will be placed in reserve on a corresponding Task Order. When the minimum obligation guarantee is satisfied through subsequent placement of a competitively awarded task order, the Government has the unilateral right to de-obligate this funding placed in reserve.

The contract holder may not invoice for this amount until the end of the contract period of performance, including any options and not without the written consent of the Contracting Officer. The contract holder must submit their invoice within ninety (90) days of the end of the contract period.

MAXIMUM RATESA. Maximum Pass Through Rate – Applicable to all Task Orders Types

The pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the Subcontractor or the vendor:

- 1) Any and all prime Contractor indirect costs applied to the price paid to the Subcontractor including, but not limited to: overhead, material handling charges, subcontract handling, G&A, burdens and mark-ups; and
- 2) Any and all prime Contractor profit or fee\* applied to the price paid to the Subcontractor.

\*For purposes of this contract, “fee” means “target fee” in cost-plus-incentive-fee type contracts, “base fee” in cost-plus-award-fee type contracts, or “fixed fee” in cost-plus-fixed-fee type contracts.

The prime Contractor agrees that the maximum pass-through rate charged against any labor CLIN under this contract shall not exceed 8.0 %.

For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime Contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

B. Maximum Profit/Fee Rate – Applicable to Cost Plus Fixed Fee CLINs Only

Contractor compliance with the maximum fee rate on CPFF CLINs is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee at the task order level that is higher than the maximum fee rate stated in the offeror’s base contract shall render the Contractor’s proposal unacceptable.

The Contractor agrees that the maximum fixed fee rate shall not exceed 8.0 %.

Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the task order. The maximum fee rate being proposed at the task order level by the prime Contractor shall flow down to all Subcontractors/consultants included as part of your (the Prime) proposal. For example, if the prime proposes 5% fee, then their subcontractor's fee shall not exceed 5%.

C. Other Direct Costs and Travel

No fee is allowed on Other Direct Costs or Travel. Indirect cost elements such as G&A and material handling may be applied to ODCs (including travel) but may not include fee.

D. Escalation

A maximum escalation rate is NOT established at the MAC level. The prime Contractor shall propose escalation in accordance with limits established at the Task Order level.

OPTION CLINs 5000 – 8000

These CLINs are ordering period option items to which the option clause in Section I applies. These are supplied only if the ordering period option is exercised. See Section C.13 for additional information regarding the MAC option period.

## Section C - Descriptions and Specifications

### STATEMENT OF WORK

#### **C.1. SCOPE**

In response to Task Orders issued under this contract by the Naval Sea Systems Command, Naval Information Warfare Systems Command, Naval Supply Systems Command, Military Sealift Command, Naval Facilities Systems Command, Office of Naval Research, Naval Air Systems Command, Strategic Systems Programs, or the United States Marine Corps, the Contractor shall provide services that potentially span the entire spectrum of mission areas and technical capabilities supported by the Department of the Navy (DON) ordering activities. Services within the two categories and twenty-three functional area subcategories identified below may be performed under this contract for new and existing product areas, programs, or missions, which are assigned to these activities during the life of the contract.

Services to be provided under this contract are categorized into the following categories:

1. Engineering Services
2. Program Management Services

This contract, known as SeaPort Next Generation (SeaPort NxG) does not allow for the direct procurement of supplies or hardware. Any material or products ordered shall be incidental and in direct support of performed services (for example, small scale testing equipment, prototypes, or spares.)

#### **C.2. APPLICABLE DOCUMENTS**

Applicable military specifications and standards that are listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS), and current on the date of contract award, plus applicable industry standards, or any other program documents may be specified within the individual Task Order solicitations and awards that will be issued for performing specific tasks under this indefinite delivery indefinite quantity contract.

#### **C.3. REQUIREMENTS**

The Contractor shall provide qualified personnel, materials, facilities, equipment, test instrumentation, data collection and analysis, hardware and software, and other services that will support the DON in the execution of their overall organizational functions and the specific missions of the individual activities and ordering offices. Categories to be supported under this contract are described in the sections below.

##### ***C.3.1. – Engineering Services***

This category consists of supporting the application of engineering disciplines to technically support the research and development of new and existing Naval capabilities and systems, technically support development of significant alterations to existing systems, support integration and interface of existing equipment or software into different applications or platforms to support the warfighter, and support evaluation of foreign or non-developmental systems, equipment, and technologies. This category also includes all support required within the area of environmental engineering of U. S. Navy weapon systems and base related infrastructure. Functional areas that are included under the Engineering Services category include but are not limited to the following examples:

1. Engineering, System Engineering, and Safety and Process Engineering Support
2. Software Engineering, Development, Programming, and Network Support
3. In-Service Engineering, Fleet Introduction, Installation and Checkout and Provisioning Support
4. Measurement Facilities, Range, and Instrumentation Support
5. Interoperability, Test and Evaluation, Trials Support
6. Research and Development Support
7. Modeling, Simulation, Stimulation, and Analysis Support
8. Prototyping, Pre-Production, Model-Making, and Fabrication Support

9. System Design Documentation and Technical Data Support
10. Reliability, Maintainability, and Availability (RM&A) Support
11. Inactivation and Disposal Support
12. Biochemical Engineering Support

### ***C.3.2. – Program Management Services***

This category consists of applying the business, financial management, and technical disciplines required to support planning, organizing, staffing, controlling, and leading team efforts in managing acquisition programs such that the result places a capable and supportable system in the hands of the warfighter when and where it is needed, and does so at an affordable price. This category represents an integration of a complex system of differing but related functional disciplines that must work together to achieve program goals through development, production, deployment, operations, support, and disposal.

This category also consists of providing information system software analysis, requirements definition, design, development, test, modification, installation, implementation, quality assurance, training, and documentation to meet the evolving data storage and reporting needs of programs, analyze existing IT and IS databases, web sites, and IT applications and recommending new or improved interfaces and improved management tools that meet new requirements, or improve management effectiveness and efficiency. Performing maintenance and technical support for Local Area Networks (LAN) and Wide Area Networks (WAN) that are outside the cognizance of the Navy Marine Corps Intranet (NMCI). Modifying, implementing and maintaining web based information systems and links. Developing web-site structure, prepare documentation for population, implement and maintain web sites. Conduct IA analyses, develop, recommend, and implement, monitor, update, and maintain, IA practices, procedures, equipment, algorithms, and hardware that are outside the cognizance of NMCI. This category also provides systems engineering and technical support for establishment, test, upgrade, and operational support of systems, networks, workstations and support equipment hardware and software that are outside the cognizance of NMCI. Functional areas that are included under the Program Management Services category include but are not limited to the following examples:

1. Financial Analysis and Budget Support
2. Quality Assurance (QA) Support
3. Functional and Direct Programmatic Administrative Support
4. Professional Development and Training Support
5. Analytical and Organizational Assessment Support
6. Database Administrators
7. Public Affairs and Multimedia Support
8. Logistics Support
9. Configuration Management (CM) Support
10. Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support
11. Computer Systems Analysts

### **C.4. SECURITY, DD254s, AND FACILITY/PERSONNEL CLEARANCES**

Security requirements and Contract Security Classification Specifications (DD Form 254s) will be identified at the Task Order level. Work at the Task Order level may involve access to, handling of, and generation of classified material. The Contractor shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with all DoD and U.S. Navy specific regulations regarding security, and (3) assure compliance with any written instructions from the Security Officers of the activity issuing Task Orders under this contract. When applicable, a DD Form 254 will be prepared by the ordering activity and issued with the Task Order. If the work being performed under the Task Order would require access to Government Information Technology Systems, then an applicable clause will be included at the Task Order level.

A Facility Clearance is an administrative determination that a company is eligible for access to classified information; Personnel Clearances are for individuals. The National Industrial Security Program Operating Manual (NISPO), DoD 5220.22-M governs the Facility Clearance process and procedures and requires that Contractors be

sponsored by a Government Contracting Agency OR a cleared contractor AND have a legitimate need to have access to classified materials.

There is no work at the MAC level; therefore, the MAC Contracting Officer has no requirement upon which to base sponsorship for a facility clearance. A Facility Clearance is not a requirement to obtain a MAC, however, Task Orders placed under this IDIQ may require a facility clearance or personnel to maintain personal clearances. Sponsorship must be initiated by the Task Order Contracting Office OR by a cleared SeaPort Prime in the case of a subcontractor as performance requirements are held at the Task Order level, not the MAC level. Sponsorship can begin as soon as the Task Order Contracting Office has determined the contract awardee. Contractors can work with the Task Order Contracting Office or Local Deputy of Small Business on solicitation requirements that allow for clearances of Primes or subcontractors to be sponsored post award or to provide transition periods for clearances.

#### **C.5. MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS**

The Government may, when in its interest, recognize a third party as the successor in interest to a Government contract (FAR Subpart 42.1204(a)), when the third party's interest arises out of the transfer of:

1. All the contractor's assets;
2. The entire portion of the assets involved in performing the contract such as,
  - a. Sale of these assets with a provision for assuming liabilities
  - b. Transfer of these assets incident to a merger or corporate consolidation; and
  - c. Incorporation of a proprietorship or partnership or formation of a partnership.

In these situations, the Contractor shall submit a novation request within five (5) business days to their cognizant Defense Contract Management Agency (DCMA) Contracting Officer for processing.

In the case of an acquisition whereby the transferor holds a SeaPort MAC but is not currently performing work on a Task Order under that MAC, the SeaPort Procuring Contracting Officer (PCO) will not recognize a successor in interest. Such situations are not considered in the best interest of the Government as proper vetting and fair opportunity have not occurred.

If a Contractor merges, is acquired, or recognizes a successor in interest (transferee) to Government contracts when Contractor assets are transferred; OR recognizes a change in a Contractor's name; OR executes novation agreements and change-of-name agreements, then the Contractor must notify the SeaPort NxG MAC PCO and provide a copy of the novation or any other agreement that changes the status of the Contractor, including the new DUNS/CAGE code numbers within thirty (30) days. The Contractor must also recertify its size status to the SeaPort MAC PCO within thirty (30) days of an approved contract novation. The Contractor may not submit Task Order proposals under the new company name until a Contract Modification has made the change effective.

The Contractor, either through its parent, affiliates, subsidiaries, business units, etc. is permitted to hold one SeaPort NxG MAC in total. The MAC is not a tangible item and may not be sold. If two or more MACs are acquired by a single SeaPort NxG awardee either via a merger or acquisition, the successor in interest will recognize only one existing SeaPort NxG MAC (See Section C.10.2). All Task Orders awarded under the acquired MAC shall be novated to the successor in interest (transferee) and the transferor's MAC shall be terminated for convenience at no cost to the Government.

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, then the Contractor shall provide the SeaPort MAC Contracting Officer, within five (5) business days, sufficient documentation to support the legally changed name with written notification of its intention to:

1. Change the name in the SAM database;
2. Comply with the requirements of Subpart 42.12; and
3. Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

Any change to the status of the SeaPort NxG awardee does not alleviate the contractual responsibilities including but not limited to:

- Complete documentation of previous Task Orders for purposes of audit;
- Assumption of all unresolved expired Task Orders that were not closed out;
- Acceptance of the previously negotiated acquired contract pricing;
- Approval of the minimum SeaPort NxG Small Business Subcontract socio-economic goals.

Request for novation modifications will not be processed within one hundred twenty (120) days of MAC option exercise dates.

## **C.6. GOVERNMENT-FURNISHED PROPERTY**

Any Government furnished information, material, and equipment will be specified in the individual Task Orders. All Government furnished information is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the Task Order Contracting Officer.

## **C.7. PORTAL ACCESS AND CONTRACTOR RESPONSIBILITY REGARDING PORTAL ACCOUNTS**

### ***C.7.1. - General***

The administration of this contract and all Task Order (TO) solicitations, proposal submissions, awards, and TO administration will entail the use of the SeaPort NxG web-based portal. Access to the portal shall be granted to MAC awardees and authorized account holders only. Account access shall be granted after successful completion of the registration process after award of the MAC contract. A SeaPort NxG Vendor Concept of Operations (CONOPs) will be available after the registration process is complete. This document will provide detailed processes of portal and Task Order solicitation, award, and administration processes.

The Government will provide Successful Offerors, via email, information regarding access to the SeaPort NxG Portal. Access will be provided only to those vendors that are awarded a SeaPort NxG MAC and their approved team members. MAC holders will be asked to register for SeaPort NxG accounts and will have registration access for approximately two weeks after MAC awards are made. The requested information will include, but may not be limited to: team member name, address, CAGE, DUNS, POC name, POC email address, POC phone number, Business Size, and Socio-Economic designations. All information entered at the registration site shall be consistent with the MAC holder's information contained on their SAM registration (company name (including DBA name if used), physical address, CAGE and DUNS codes, etc.) MAC holders shall also complete their teaming requests during this two-week period. MAC holders will not be able view or submit proposals against any Task Order solicitation opportunities until registration is completed successfully. Therefore, it is incumbent on the MAC holder to complete this registration process in a timely manner. Only successful MAC awardees will receive information regarding access to the registration site; it is not part of the proposal process for receiving a MAC and will not be available until after awards are made.

### ***C.7.2. - Consent***

The Contractor agrees that use of the portal is to be considered authorization to allow the Contractor retained for the purpose of operating and maintaining the portal, currently Octo Consulting, access to any data submitted (including cost and pricing data, data the Contractor might otherwise consider proprietary, personally identifiable information and data that meets the definition of "trade secret" as used in the context of 18 USC 1905). The consent to access that is to be inferred for the use of the portal shall also be granted by any Subcontractor or team member who makes direct submission of information to the Government. The Government shall consider submission of data via the portal to be consent to access only by the portal administration Contractor and Government personnel. The information is protected and restricted from disclosure.

### ***C.7.3. - Electronic Signatures***

The SeaPort Portal is accessible through the NAVSEA professional support services web site ([www.seaport.navy.mil](http://www.seaport.navy.mil)).

SeaPort establishes a system in which electronic signatures, transactions, contracts, and records have the same legal effect as their paper-based counterparts, in accordance with the "Electronic Signatures in Global and National Commerce Act" (ESIGN) (Pub.L. 106-229; codified at 15 USC 7001-7006) and the "Government Paperwork Elimination Act" (GPEA) (Pub.L. 105-277; codified at 44 USC 3504 Note):

1. Only authorized persons are permitted to engage in legally binding electronic activities, such as signing/submitting a proposal, and signing/awarding the Task Order. The SeaPort system requires user accounts having predetermined authority requirements (i.e., authority to legally bind the user's organization), and having username and password controls. Contractors shall only have access to the contractor side of the portal. The Contractor shall identify at least one employee, and alternate employees, having the authority to sign legally binding documents, including proposals, on behalf of the Contractor. Task Order Contracting Officers authorized to sign and award legally binding TO shall be identified.
2. The authorized user is required to confirm the intention to engage in any legally binding electronic action. The SeaPort Portal will display a notice that the user has requested a legally binding activity and shall require an affirmative/confirming response before the system will permit the requested action. The affirmative/confirming response serves as the electronic signature event.
3. Once the information related to a legally binding event is stored by the system, that information (i) cannot be altered or modified in any way by any user—including the authorized user who initiated and confirmed the action; and (ii) remains accessible and retrievable by the parties throughout the records retention period required by law.

#### ***C.7.4. – Browser Requirements***

SeaPort NxG MAC awardees and their registered team members are advised to access the SeaPort NxG portal through the Google Chrome web browser for optimal utilization. It is also recommended that users do not have multiple web browsers open while accessing the SeaPort NxG portal.

The SeaPort NxG Vendor CONOPS and Functional User Guide, which contains specific information on portal access and security requirements, will be made available to MAC awardees at the time of account registration in the SeaPort portal via the Help link.

#### ***C.7.5. - Portal Account Responsibility***

It is the responsibility of the Contractor to maintain active account(s) in the SeaPort NxG portal to be able to receive all notices and modifications. Account holders are required to log in to the portal at least once every thirty (30) days or their accounts will become inactive. Inactive accounts do not receive notices from the portal including requests for information, solicitation release notices, award notices, bilateral modification notices and other communications. The portal is the sole method the Government utilizes to correspond with MAC holders so it is imperative that all the respective account holders maintain active accounts. Contractors are strongly advised to appoint more than one system administrator charged with the responsibility for activating individual accounts, deactivating accounts for individuals who have left the employ of the Contractor, moved to other positions/individuals no longer needing access. The SeaPort NxG helpdesk shall only be utilized for assistance in instances where the Contractor system administrator has left the position or employ of the Contractor. A Contractor's system administrator can only be changed by the SeaPort NxG helpdesk. The SeaPort NxG helpdesk email address is:

[usn.ncr.comnavseasyscomdc.mbx.SeaPort-support@us.navy.mil](mailto:usn.ncr.comnavseasyscomdc.mbx.SeaPort-support@us.navy.mil)

## **C.8. TASK ORDER PROCESS**

### ***C.8.1. - General***

One or more Task Orders (TOs) may be issued during the performance period of this contract. All Task Orders are competitively solicited in the SeaPort Portal. There is no direct ordering or sole source. The Contractor agrees to accept and perform orders issued by the Task Order Contracting Officer within the scope of this agreement. It is understood and



agreed that the Government has no obligation to issue any orders except the minimum order.

In the event of any inconsistency between any TO and the contract, the contract shall control. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Task Order Contracting Officer will give all awardees a "fair opportunity" to be considered for each order.

### ***C.8.2. - Competitive Ordering Process***

1. Pre solicitation and solicitation: All SeaPort Requests for Information (RFIs) or solicitations are issued through the SeaPort portal. All active IDIQ holders will receive notification of the posting of each proposed TO at the time a proposed TO is posted to the SeaPort Portal. All proposed TOs will incorporate all terms of the IDIQ contract unless otherwise specified in the proposed TO. In addition, the proposed TO will include:

- a. All known information including Sections B through H of the Task Order (Line Items, statement of work or objectives, packaging and marking information, data rights, inspection and acceptance of the services, period of performance, security, Government property/information to be provided and other relevant information.)
- b. The means and time for the IDIQ holders to respond expressing interest and providing appropriate information.
- c. Specific instructions for the means of responding to the TO request, including but not limited to, oral interviews, reverse auctions, written responses summarizing technical and price approaches, submission of proposals, the selection criteria factors, the factors' order of importance and other information deemed appropriate.

2. Restricted Competition: During the Fair Opportunity Process the Government may conduct unrestricted competition or elect to restrict competition for the following set-asides: Small Businesses, Service Disabled Veteran Owned Small Businesses (SDVOSB), Women-Owned Small Businesses (WOSB), 8(a) Businesses, or HubZone Businesses. The Task Order solicitation will notify offerors of the restricted competition decision.

To be eligible as a SDVOSB, WOSB, 8(a) Business, or HubZone Small Business during the competitive ordering process, the Offeror must have that status at the time of Task Order proposal submission. The basis for verification of the applicable status is the offeror's System for Award Management (SAM) certification under NAICS 541330 with the \$41.5M exception for military and aerospace equipment and military weapons.

For Task Order solicitations with competition restricted for Small Businesses, Service Disabled Veteran Owned Small Businesses, Women-Owned Small Businesses, 8(a) Businesses or HubZone Small Businesses, the Prime Contractor 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. A similarly situated entity is defined as one with the same small business program status as the prime contractor that qualifies for the award (See FAR 52.219-14 Dev 2019-O0003).

In accordance with FAR 16.505(a)(10), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract.

3. Responses: Awardees will be provided an adequate time to prepare and submit responses based on the estimated dollar value and complexity of the proposed TO. The due date shall be set forth in each proposed TO. Responses will be streamlined and succinct to the extent practical based on the dollar value and complexity of the work. All proposals, including those offered by the Prime contractor and their subcontracts, shall be submitted exclusively through the SeaPort Portal. Responses will not be a proposal as defined in FAR 15, but only sufficient information to be considered in accordance with FAR 16.

4. Evaluation: The ordering activity issuing the solicitation will evaluate responses against selection criteria contained in the proposed TO. Individual Task Order selection criteria will be included in particular Task Order solicitation. The weight of factors (if applicable) will be identified in a Task Order solicitation. Upon completion of evaluations, the PCO will issue a TO to the awardee whose proposal is most advantageous to the Government under the selection criteria set forth in the TO. The Task Order Contracting Officer will notify the IDIQ holders of the selection decision.

5. Electronic Offer/Proposal: Submission of a proposal by an Offeror within the SeaPort portal constitutes the formal offer by the Offeror. In the event that the SeaPort system is not operational or accessible due to system outages outside of the Offeror's control, the Offeror shall notify the Task Order Contracting Officer immediately, and no less than twenty-four (24) hours prior to the closing date and time of the solicitation. Offerors shall also contact the SeaPort NxG helpdesk to register a help ticket/notice that the portal is down or inoperable. If operational or accessibility issues continue, the Offeror may arrange with the Task Order Contracting Officer to make an alternative submission of its proposal, which must be received prior to the solicitation closing date and time. Scenarios considered within the Offeror's control are, but not limited to: password expiration, multiple open browsers, security timeouts, and failure to save and submit all required information prior to the closing time and date.

### ***C.8.3. - Task Orders***

Each individual TO may be cost reimbursable, fixed price (FP), or any combination of the two. Neither Time and Material nor undefinitized orders are authorized under SeaPort. All Task Orders shall be issued electronically via the SeaPort Portal.

### ***C.8.4. - Unauthorized Work***

The Contractor is not authorized to commence task performance prior to issuance of a signed TO that has been funded.

### ***C.8.5. - Task Funding Restrictions***

TOs shall either be funded at the time of award or awarded under the authority provided within Section I Clause 52.232-18, entitled, "Availability of Funds".

### ***C.8.6. – Task Order Ordering Period***

Orders may be issued by any Contracting Officer from Naval Sea Systems Command, Naval Information Warfare Systems Command, Naval Supply Systems Command, Military Sealift Command, Naval Facilities Systems Command, Office of Naval Research, Naval Air Systems Command, Strategic Systems Programs, or the United States Marine Corps, from contract award through the end of the ordering period, specified in Section F. The period of performance for a Task Order can be up to 5 years.

### ***C.8.7. - Ombudsman Description.***

The Task Order Ombudsman is available to the Contractor to assist in the resolution of complaints arising under the issuance of any Task Order under this contract. Utilization of the Ombudsman process is optional. In the case of Task Orders valued in excess of \$25 million, the Contractor may either go to the Ombudsman or GAO, but not both. In accordance with FAR 16.505(a)(10)(i)(B)(2), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a Task Order valued at \$25 million or less under this contract, including Task Order Contracting Officer decisions regarding fair opportunity, except for a protest on the grounds that a TO increases the scope, or maximum value of this contract.

If a Contractor elects to utilize the Task Order Ombudsman process, the Contractor is instructed to first contact the local activity contract specialist and contractor officer for issue resolution. If the issue is not able to be resolved, the issue shall then be elevated to the cognizant local activity Ombudsman. Should resolution not be achieved with the local activity Ombudsman, the cognizance for resolution would reside with the Overarching Command or Headquarter Ombudsman.

A list of current Ombudsman will be maintained on the Vendor Portal to authorized users. The Government reserves the unilateral right to change Ombudsman at any time. The contractor will be notified of any such changes.

The Contractor authorizes the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed within Government channels to the extent deemed necessary by the Ombudsman to facilitate understanding of the issue or issues. The Contractor also authorizes

the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed to prevent or investigate fraud, waste, abuse, criminal activity or imminent physical harm.

In accordance with FAR 16.505(a)(10)(i)(B) protests of Task Orders (TO) valued in excess of \$25 million may only be filed in accordance with the procedures at FAR 33.104. Any contact with the Ombudsman does not extend any of the timeliness for filing a protest with the GAO.

#### ***C.8.8. - Ordering Authority***

All warranted Contracting Officers from the Naval Sea Systems Command, Naval Information Warfare Systems Command, Naval Supply Systems Command, Military Sealift Command, Naval Facilities Systems Command, Office of Naval Research, Naval Air Systems Command, Strategic Systems Programs, or the United States Marine Corps are authorized to place order under this IDIQ contract, using the electronic SeaPort portal.

#### ***C.8.9. – Service Contract Reporting***

Services Contract Reporting (SCR) requirements may apply to Task Orders awarded under this MAC. The contractor shall report required SCR data fields using the SCR section of the System for Award Management (SAM) at following web address: <https://sam.gov/SAM/>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://sam.gov/SAM/>.

### **C.9 TEAMING AND SUBCONTRACTING**

#### ***C.9.1. - Definitions***

“Prime” contractor means that the Contractor has privity-of-contract with the Government for all contractual obligations under a mutually binding legal relationship with the Government. In other words, when the Government awards a contract to a contractor, the Contractor is considered the “Prime” contractor.

“Team member” is a term applied only at the MAC level. Team members are established for use in Task Order electronic proposal submissions. Team members are not legally binding; their inclusion at the MAC level is to set up electronic relationships for use as potential subcontractors in Task Order performance. Team members do not need to have a subcontract agreement with the Prime at time of Team member requests.

The term “Subcontractor” is when a Prime contractor awards a contract to another contractor. The term is applied at the Task Order level.

Team members and subcontractors do not have to hold a MAC contract in order to perform tasking under SeaPort orders. They must however, hold active registrations in SAM.

#### ***C.9.2. - Subcontracting Plan***

Large Business Offerors must subcontract at least 20% of the total planned subcontracted dollars under the MAC (not per Task Order) to small businesses. The 20% subcontracted effort must be comprised of meaningful work under the statement of work within the Task Orders. In achieving the 20% requirement, the following specific minimum requirements must be met:

- 5% of the total planned subcontracted dollars under the contract (not per Task Order) to Small Disadvantaged Businesses,
- 5% of the total planned subcontracted dollars under the contract (not per Task Order) to Women-Owned Small Businesses,

- 3% of the total planned subcontracted dollars under the contract (not per Task Order) to Hub-Zones,
- 3% of the total planned subcontracted dollars under the contract (not per Task Order) to Service Disabled Veteran owned Small Business concerns

In accordance with FAR Part 19, Large Businesses are required to submit a subcontracting plan which contains the above goals.

Task Order solicitations may further require subcontracting requirements other than the mandated 20% at the MAC level.

### ***C.9.3. - Subcontract Reporting:***

All SeaPort Prime MAC holders (large and small businesses) are required to report actual subcontracting data twice per year for each Task Order in the SeaPort portal. When the reporting period opens – between April 1- May 15 and again between October 1 - November 15, Prime MAC holders will receive an emailed link that will provide access to the portal in order to input actual subcontract performance data. Actuals are required ONLY for the active task order that have a response status due.

In addition to reporting subcontracting data in the SeaPort portal, all Large Business Prime MAC holders are required to report subcontracting data semi-annually in the *Electronic Subcontracting Reporting System (ESRS)* for periods ending March 31 and September 30. Reporting is required whether actual Task Orders awards have been received or not. The reporting in ESRS will take the place of the SF 294 and SF 295. For information on ESRS reporting, please go to <http://www.acq.osd.mil/osbp/sbs/esrs.shtml>. Task Order subcontracting information currently is not reported individually in the ESRS.

Small business prime contractors are required to report actual subcontracting information in the SeaPort portal in order to ensure compliance with the requirement that small business prime contractors, or with similarly situated subcontractors, perform more than 50% of the effort under a small business set-aside procurement (Reference FAR 52.219-14).

Small business prime contractors are NOT required to enter information in ESRS.

## **C.10. AFFILIATES RULE**

### ***C.10.1 - Definitions***

“Affiliates” are business concerns that are affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both. Affiliates are encouraged to determine amongst themselves which entity will hold the MAC as the Prime for bidding purposes.

“Company” includes affiliates and business units as defined in FAR 2.101; this also includes Joint Ventures.

“Division” is a separate business unit of a company representing a specific business function.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned directly by a parent corporation; or through another subsidiary of a parent corporation.

### ***C.10.2. - One Prime Contract Per Company***

The Contractor, either through its parent, affiliates, subsidiaries, business units, etc. is permitted to hold one SeaPort NxG MAC in total. This rule does not prevent an affiliated company from being able to participate in SeaPort NxG. Any proposal submitted in response to a Task Order solicitation should be submitted in the portal through the account of the Prime MAC holder and the proposal should clearly identify the affiliate as the prime. Contractors are cautioned that the Prime MAC holder is the authorized and binding authority in any Task Order award. All payment information and CPARS ratings will flow through the Prime MAC holders and although the affiliate may hold a different size status/representation, the size and representations of the Prime MAC is what governs.

Affiliates must decide who will be the NxG Prime MAC holder and all other affiliates would then become subcontractors to that Prime MAC holder, even in the case of the subcontractor/affiliate performing 100% of the work. A Prime MAC holder may novate their SeaPort NxG contract to an affiliate through their cognizant DCMA office however, it must be novated in its entirety - the base MAC contract AND any awarded Task Orders. Upon novation, the SeaPort NxG MAC contract would then maintain the size status or socio-economic status of the official Prime MAC holder.

### **C.10.3 – Joint Ventures (JVs)**

A Joint Venture and individual partners in the Joint Venture can only hold one SeaPort NxG MAC. If one partner of the Joint Venture holds a Prime MAC contract, then the Joint Venture entity cannot also hold a subsequent Prime MAC contract. Members of the Joint Venture must decide which – the Joint Venture or the individual partner - would be the Prime MAC holder.

Contractors are cautioned that if a Joint Venture holds a SeaPort NxG MAC and that Joint Venture relationship dissolves, the MAC does not automatically transfer to one of the remaining partners. A novation agreement must be processed through the cognizant DCMA office.

### **C.11. ROLLING ADMISSION**

The Navy may periodically decide to expand the existing SeaPort Next Generation Multiple Award Contracts. This expansion would take place during the Rolling Admissions process.

The MAC Contracting Officer located at NSWC Dahlgren is responsible for conducting Rolling Admissions and SeaPort NxG MAC administration.

### **C.12 CONTRACTOR SIZE STATUS**

Size status of the MACs shall reflect either Small Business or other than Small Business (Large Business) under NAICS 541330 – with the \$41.5M exception for military and aerospace equipment & military weapons. Contractors will certify their size status at the MAC award and will be required to recertify at the five-year Option renewal.

A SeaPort NxG Prime MAC holder may retain its size status certified at the base MAC or option award for duration of that MAC contract period. The only exception is the mandatory size status recertification that would occur when a SeaPort NxG prime MAC holder merges with, or is bought by, another company. In such situations, the prime MAC holder must notify the MAC Contracting officer within five (5) business days.

Representations of SDVOSB, WOSB, 8(a) and HUBZone shall be verified for award eligibility in set-asides at the Task Order level.

### **C.13 MAC OPTION PERIOD**

CLINs 5000-8000 are ordering period option items that may be exercised in accordance with the option clause in Section I. These CLINs are supplied only if the ordering period option is exercised.

Contractors that have not participated in the competitive task order process by submitting a qualifying proposal or responding to a Request for Information (RFI) may not have the option exercised. A qualifying proposal is a proposal that is submitted by a contractor with the intent to win work under SeaPort NxG. Submission of an unsolicited proposal, proposals lacking cost, or technical information grossly insufficient to have a complete proposal at the task order solicitation level or no bid notification may not constitute as a qualifying proposal.

Vendors that do not have an Active SAM.GOV registration at the time of option exercise, have been debarred or are not in good standing with keeping with the terms and conditions of the MAC IDIQ contract **shall not** receive the option exercise.

#### C.14 ORGANIZATIONAL CONFLICT OF INTEREST

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government:

(1) any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, *e.g.*, where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(e) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (g) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(f) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(g) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to

be in the best interest of the Government.

(h) Notwithstanding paragraph (g) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(i) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(j) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(k) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(l) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(m) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(n) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(o) Compliance with this requirement is a material requirement of this contract.

Section D - Packaging and Marking

SECTION D TEXT

Data - Line Item 4000 (and if option is exercised) 8000 - Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the task order. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

**NOTE: Component Clauses will be inserted at the task order solicitation level as appropriate.**



## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1000	Destination	Government	Destination	Government
2000	Destination	Government	Destination	Government
3000	Destination	Government	Destination	Government
4000	N/A	N/A	N/A	N/A
5000	Destination	Government	Destination	Government
6000	Destination	Government	Destination	Government
7000	Destination	Government	Destination	Government
8000	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

SECTION E TEXT**NOTE: Component Clauses will be inserted at the task order solicitation level as appropriate.**

## Section F - Deliveries or Performance

CDRL DELIVERY

Data - Line Item 4000 (and if option is exercised 8000) - The data to be furnished hereunder shall be delivered prepaid to the destination(s) and at the dates and time(s) on the Contract Data Requirements List, DD Form 1423 (Exhibit A) and/or as identified in individual task order(s).

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
1000	N/A	N/A	N/A	N/A
2000	N/A	N/A	N/A	N/A
3000	N/A	N/A	N/A	N/A
4000	N/A	N/A	N/A	N/A
5000	N/A	N/A	N/A	N/A
6000	N/A	N/A	N/A	N/A
7000	N/A	N/A	N/A	N/A
8000	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

ORDERING PERIODS

The CLIN structure of all MAC contracts is as follows:

Pricing Type	CLINs
Firm Fixed Price	1000-1999 and, if option is exercised, 5000-5999
Cost type	2000-2999 and, if option is exercised, 6001-6999
Cost Only (ODCs)	3000 and, if option is exercised, 7000
Data Not Separately Priced	4000 and, if option is exercised, 8000

ORDERING PERIODS

The ordering periods for all MAC contract holders is as follows:

<b>CLINs</b>	<b>ORDERING PERIOD</b>
1000-4000	From Date of Award through 1 January 2024
5000-8000	From Date of Option through five years thereafter

CLINs 5000-8000 are ordering period option items that may be exercised in accordance with the option clause in Section I and the conditions set forth in Section C.13 of this contract. These CLINs are supplied only if the ordering period option is exercised.

**PERIOD OF PERFORMANCE:**

The Period of performance for CLINs under any given task order shall fall within the following ranges:

<b>CLIN</b>	<b>Period of Performance</b>
1000-1999	From Date of Award through five years thereafter
2000-2999	From Date of Award through five years thereafter
3000-3999	From Date of Award through five years thereafter
4000-4999	From Date of Award through five years thereafter
5000-5999	From Date of Option through five years thereafter
6000-6999	From Date of Option through five years thereafter
7000-7999	From Date of Option through five years thereafter
8000-8999	From Date of Option through five years thereafter

**NOTE: Component text/provisions will be inserted at the task order solicitation level as appropriate.**

Section G - Contract Administration Data

NOTE

POINTS OF CONTACT

The Government points of contact for this contract are as follows:

**SeaPort-Next Generation (NxG) Contracting Officer**

Ms. Angela Pomeroy  
SeaPort NxG Contracting Officer  
NSWC Dahlgren Division  
17632 Dahlgren Road, Suite 157  
Dahlgren VA 22448-5110  
**SEAPORT\_EPCO@.navy.mil**

**Component Clauses will be inserted at the task order solicitation level as appropriate.**

CLAUSES INCORPORATED BY REFERENCE

252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY REFERENCE

252.225-7001	Buy American And Balance Of Payments Program-- Basic	MAR 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	MAR 2022
252.245-7004 (Dev)	Reporting, Reutilization, and Disposal (DEVIATION 2022-00006)	NOV 2021

## CLAUSES INCORPORATED BY FULL TEXT

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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):

**To be inserted at Task Order Award**

(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.

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

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

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

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

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

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

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

**To be inserted at Task Order Award**

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	To be inserted at Task Order Award
Issue By DoDAAC	To be inserted at Task Order Award
Admin DoDAAC**	To be inserted at Task Order Award
Inspect By DoDAAC	To be inserted at Task Order Award
Ship To Code	To be inserted at Task Order Award
Ship From Code	To be inserted at Task Order Award
Mark For Code	To be inserted at Task Order Award
Service Approver (DoDAAC)	To be inserted at Task Order Award
Service Acceptor (DoDAAC)	To be inserted at Task Order Award
Accept at Other DoDAAC	To be inserted at Task Order Award

LPO DoDAAC	To be inserted at Task Order Award
DCAA Auditor DoDAAC	To be inserted at Task Order Award
Other DoDAAC(s)	To be inserted at Task Order Award

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

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

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

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

To be inserted at Task Order Award.

(g) WAWF point of contact.

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

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To be inserted at Task Order Award

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

(End of clause)

NOTE

**Component Clauses will be inserted at the task order solicitation level as appropriate.**

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-14	Display of Hotline Poster(s)	NOV 2021
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite- Delivery Contracts	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.211-15	Defense Priority And Allocation Requirements	APR 2008



52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018-O0015)	JUL 2018
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-O0015)	JUL 2018
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-1	Type Of Contract	APR 1984
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-10	Incentive Fee	JUN 2011
52.216-16	Incentive Price Revision-Firm Target	OCT 1997
52.216-17	Incentive Price Revision-Successive Targets	
52.216-19	Order Limitations	OCT 1995
52.216-32	Task-Order and Delivery-Order Ombudsman	SEP 2019
52.219-3 (Dev)	Notice of HUBZone Set-Aside or Sole-Source Award (DEVIATION 2020-O0008).	SEP 2021
52.219-4 (Dev)	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION 2020-O0008)	SEP 2021
52.219-6 (Dev)	Notice of Total Small Business Set-Aside (DEVIATION 2020-O0008).	OCT 2020
52.219-7 (Dev)	Notice of Partial Small Business Set-Aside (DEVIATION 2020-O0008).	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	NOV 2021
52.219-9 Alt I	Small Business Subcontracting Plan (NOV 2021) Alternate I	NOV 2016
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2021-O0008)	SEP 2021
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-17	Section 8(a) Award	OCT 2019
52.219-18	Notification Of Competition Limited To Eligible 8(a) Participants	MAR 2020
52.219-27 (Dev)	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (DEVIATION 2020-O0008).	SEP 2021
52.219-29 (Dev)	Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women - Owned Small Business Concerns (DEVIATION 2020-O0008).	SEP 2021
52.219-30 (Dev)	Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEVIATION 2020-O0008).	SEP 2021
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016

52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.227-13	Patent Rights--Ownership By The Government	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2 (Dev)	Cost Accounting Standards (DEVIATION 2018-O0015)	JUN 2020
52.230-2 (Dev)	Cost Accounting Standards (DEVIATION 2018-O0015)	JUL 2018
52.230-3 (Dev)	Disclosure and Consistency of Cost Accounting Practices (DEVIATION 2018-O0015)	JUL 2018
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-25 Alt I	(DUPLICATE) Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-32	Performance-Based Payments	APR 2012
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021

52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	SEP 2021
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019

252.211-7003	Item Unique Identification and Valuation	MAR 2022
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.215-7016	Notification to Offerors--Postaward Debriefings	MAR 2022
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders	MAR 2022
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.219-7004	Small Business Subcontracting Plan (Test Program)	MAY 2019
252.219-7010 (Dev)	Notification of Competition Limited to Eligible 8(a) Participants- Partnership Agreement (DEVIATION 2019-O0003).	OCT 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7010	Cloud Computing Services	OCT 2016
252.239-7017 (Dev)	Notice of Supply Chain Risk (DEVIATION 2018-O0020).	FEB 2019
252.239-7018	Supply Chain Risk	FEB 2019
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7002 (Dev)	Reporting Loss of Government Property (DEVIATION 2020-O0004)	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012

252.246-7001	Warranty Of Data	MAR 2014
252.246-7001 Alt I	Warranty Of Data (Mar 2014) - Alternate I	MAR 2014
252.246-7001 Alt II	Warranty Of Data (Mar 2014) - Alternate II	MAR 2014
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(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 effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

## 52.217-8 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 To be Inserted at Task Order level (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

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

(3) For long-term contracts--

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



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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

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

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

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

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

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

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

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

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

## 52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within **to be inserted at task order level** calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within **to be inserted at task order level** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far> or <http://farsite.hill.af.mil>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

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

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered defense information means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

- (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.
- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to--

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(End of clause)

#### 252.216-7006 ORDERING (SEP 2019)

(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 contract schedule. Such orders may be issued from \_\_\_\_\_ through \_\_\_\_\_ [insert dates].

(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)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Data Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)