AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
J	1		9

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0001	29 Jun 2026	See Continuation Sheet	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NAVSUP FLT LOG CTR NORFOLK ATTENTION CODE 301, 1968 GILBERT STREET SUITE 600 NORFOLK, VA 23511-3392 UNITED STATES Yvonne Wilson, Email: yvonne.s.wilson2.civ@us.navy.mil Telephone: 771-229-3588	N00189	SCD: PAS:	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	☒	N0018926QW230
		9B. DATED *(SEE ITEM 11)* 24 Jun 2026
	☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

See Continuation

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this amendment is to 1) edit the PWS and clarify information in clause 52.212-2. 2) Official Questions_Answers have been attached to the SAM.gov posting. All other requirements remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Paul B. Cofield	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	29 Jun 2026

SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Continuation of Description

Miscellaneous text in this section has been modified to:

PERFORMANCE WORK STATEMENT

2026 NAS OCEANA AIR SHOW

PORTABLE TOILET SERVICE RENTAL

1.0 BACKGROUND

1.1 This Performance Work Statement (PWS) is for the rental of portable toilets, support elements for those units, a VIP trailer bathroom, hand sanitizer stations, and various holding tanks, for support of the 2026 NAS Oceana Air Show. The NAS Oceana Air Show is an annual event that hosts upwards of 300,000 visitors to the base and represents the U.S. Navy's largest single open house event on the East Coast. This Performance Work Statement has multiple elements tied together in accordance with industry standards for large event support services. Typically, large event support providers have the ability to support multiple requirements.

2.0 OBJECTIVE/SCOPE

2.1 The Government seeks a qualified Contractor to provide rental and servicing of portable toilets (including cleaning services) to support the 2026 NAS Oceana Air Show.

2.1.1 PERIOD OF PERFORMANCE

Commencement of delivery of materials to laydown area can begin Monday, 14 September 2026, delivery onto flight line can begin Tuesday, 15 September at 1200, and setup must be complete on flight line no later than 0700, Friday, 18 September 2026. Pickup may commence beginning at 1700, Sunday, 20 September 2026. All materials shall be removed from the NAS Oceana Flight Line no later than 2100, Sunday, 20 September, and from adjacent parking staging areas, no later than 1200 Wednesday, 23 September 2026.

Performance location: NAS Oceana Air Operations 701 Operations Drive, Virginia Beach, VA 23460.

**** Wage Determination 2015-4341 Rev No. 34 Dated 05/14/2026 is incorporated into this contract****

3.0 PERFORMANCE REQUIREMENTS

3.1 The Contractor shall provide all personnel, equipment, tools, parts, vehicles, supervision, and other items and services necessary to provide the following: rental, delivery, pickup, relocation, maintenance and cleaning services for portable toilets, hand washing stations, dirty water holding tanks, and grease holding tanks.

3.2 REQUIRED ITEMS/DESCRIPTIONS

For the purposes of the NAS Oceana Air Show, past experience indicates that the requirement for 2026 is:

Item Description	Quantity
Portable Toilet	230
Special Needs Portable Toilet	36
VIP Trailer Unit Toilet	1
Double Sided Hand Sanitizer Stations (no soap or water needed)	42
Dirty Water Holding Tanks	4

Grease Holding Tanks	4
Two golf cart type vehicles for servicing	2
Additional Cleaning Service for Portable Toilets and Hand Washing Stations (morning and during event on Fri, Sat, and Sun)	

***VIP Trailers Unit Toilet: Minimum 3 stalls and 2 sinks for female and 1 stall, 2 urinals, and 2 sinks for male.**

3.3 DEFINITIONS AND CONDITIONS

3.3.1 Delivery, Pick-up and Location - The Contractor shall be responsible for transportation, set-up, servicing and removal of all equipment provided. Equipment will be delivered to equipment staging areas. NAS Oceana Technical POC will provide maps of laydown areas.

3.3.2 Servicing - All work required to maintain sanitation and operational conditions of the portable toilet, hand washing stations and holding tank units. All servicing shall include chemicals, cleaning, emptying and restocking of portable flushing toilets in accordance with the below requirements. Operational items such as ventilation vents, doors, hinges, lathes, toilet seats, toilet mechanisms or other parts incidental to the operation, sanitation standards and privacy of the lavatory units shall be regularly maintained and repaired. **Vendor will be required to have two golf cart type vehicles to make their way through the large crowds of attendees in order to service during the event. No other vehicle types are authorized.**

3.3.2.1 Portable Toilet Service. Consists of pumping waste tank; removing trash and debris; cleaning & sanitizing toilet, restocking toilet paper, and replacing toilet chemicals in tank. Sufficient manpower during the air show days of 18 through 20 September, 2026 to restock toilet paper in all toilets as needed. On 18 September, attendance expected to be 40,000. On 19 September, attendance expected to be 100,000. On 20 September, attendance expected to be 80,000.

3.3.2.2 Portable Hand Sanitizer Station Service. Ensuring there is enough hand sanitizer in each hand sanitizer station.

3.3.2.3 Holding Tank Service: Consists of pumping waste tank and cleaning and sanitizing tank and surrounding areas.

3.3.3 Spills - Spills of any kind, including waste and/or blue chemical, will be cleaned immediately. There shall be no trace of waste or blue chemicals on or around the area of the portable toilets.

4.0 POINTS OF CONTACT

Technical Point of Contact (TPOC):

Financial Point of Contact (FPOC):

5.0 SUPTXT204-9400(8-22) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY SYSTEMS OR PROTECTED HEALTH INFORMATION

(1) SUPTXT204-9400(4-22) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION

The security text does not apply in cases where the contractor/vendor does not have access to Navy Marine Corps Intranet (NMCI) computers, is not issued a Common Access Card (CAC) and is involved in training or other short term duties of less than 30 days duration that allow for the use of a visitor request. In these cases, the government employee must submit a Visitor Access Request (VAR) to the main gate or applicable processing entity for your facility and assume responsibility to escort those without CAC Credentials.

This local text does not apply to non-United States (U.S.) Nationals (foreign nationals) who are contactor employees performing work overseas. This text is applicable to the U.S. Nationals living in the U.S. or overseas who are performing work on a Navy contract.

The investigation of a non-U.S. national at a foreign location must be consistent with a National Agency Check with Written Inquiries (NACI), to the extent possible and include a fingerprint check against the Federal Bureau of Investigation (FBI) criminal history database, an FBI investigations file (name check) search and a name check against the terrorist screening database. Also, the above cited reference notes that Foreign Nationals may not be granted CAC credentials until completion of their investigation and not in the interim.

Per Department of Defense Memorandum (DoDM) 5200.2, Department of Defense (DoD) components must initiate and ensure completion of a background investigation before applying the credentialing standards to a non-U.S. national at a foreign location. The background investigation must be favorably adjudicated before a CAC can be issued to a non-U.S. national at a foreign location. The type of background investigation may vary based on standing reciprocity treaties concerning identity assurance and information exchanges that exist between the U.S. and its allies or agency agreements with the host country.

CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, IT SYSTEMS OR PROTECTED HEALTH INFORMATION

Executive Order 13467, Reforming Processes Related to Suitability for Government Employee, Fitness for Contractor Employees and Eligibility for Access to Classified National Security Information, Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The 5 CFR 32 Part 157 in concert with DoD Manual 1000.13, Vol 1, implements the Federal Standards.

APPLICABILITY

This text applies to all DoD sponsored individuals who require CAC eligibility (or login and P/W if acceptable per contract) for: Physical access to DoD facilities or non-DoD facilities on behalf of DoD; Logical access to information systems (whether on site or remotely); or remote access to DoD networks that use only the CAC logon for user authentication, or access to sensitive and protected information. This applies to the Office of the Secretary of Defense (OSD), the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the DoD, the Defense Agencies, the DoD Field Activities and all other organizational entities within the DoD (hereinafter referred to collectively as the "DoD Components"). Each contractor employee providing services at a Navy command under this contract is required to obtain a DoD CAC. Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Definition. As used in this clause - Military installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department, or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager (CSM) upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

Training. Contractor employees who require routine physical access to a Federally controlled facility or military installation shall complete "Level I Antiterrorism Awareness Training" prior to gaining access to a facility and annually thereafter in accordance with DoDI O-2000.16 Vol. 1. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I Antiterrorism Awareness Training shall be completed by:

1. Completion of "Level I Antiterrorism Awareness Training" available at https://jkodirect.jten.mil/pdf/atl1/launch.html; or

2. Under the instruction of a qualified Level I Antiterrorism Awareness instructor; or

3. By providing a training certificate for "Level I Antiterrorism Awareness Training" training showing completion within the last calendar year.

The contractor will submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, prior to being granted access to a Federally controlled facility or military installation.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial items, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

OPERATION SECURITY (OPSEC)

It is DoD policy according to DoD Directive 5205.02E, "DoD Operations Security (OPSEC) Program," June 20, 2012, as amended to establish and maintain OPSEC programs to ensure national security-related missions and functions are protected.

Training: Contractor employees shall comply with all DoD OPSEC requirements and complete "OPSEC Awareness for Military Members, DoD Employees and Contractor" training within 30 days of onboarding the contract and annual refresher training thereafter. Training shall be completed through a DoD sponsored and certified computer or web-based learning instruction available at https://securityawareness.usalearning.gov/opsec/index.htm.

The contractor will submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after training is completed by all employees and subcontractor personnel.

START-UP PERIOD

All contractor resource onboarding documents must be submitted via the prime contractor. The prime contractor shall make all necessary preparations to assume full responsibility for productive performance as of the performance start date. Definition of "productive":

a. OF-306 signed by contractor employee

b. FD-258 Fingerprint Card (Contingent upon availability of electronic fingerprinting submission)

c. Completed Electronic Investigation (e-QIP)

d. All contractor employees with need for a Common Access Card (CAC) must have an active Defense Information System for Security (DISS) profile.

e. Common Access Card (CAC)

f. DISS Visit Request submitted (Contingent upon classification of work being performed, Confidential, Secret, Top Secret).

Note (1): Invoicing by the contractor will begin as of the commencement of the performance period of services and no reimbursement will be paid by the government for efforts expended during the start-up period.

Note (2): Foreign Nationals are not allowed access to the functional/system side of Enterprise Resource Planning (ERP).

ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEM

In accordance with DON CIO Memorandum (IT LEVEL DESIGNATION ON DD FORM 2875 SYSTEM AUTHORIZATION ACCESS REQUEST) 08 September 2020, contractor employees who require access to Department of the Navy (DoN) or DoD networks are categorized as Privileged, Enhanced, or Authorized users. All user level accesses may include positions which require access to Controlled Unclassified Information (CUI). CUI includes sensitive information protected under the Privacy Act, to include Protected Health Information (PHI). IT System levels are determined by the requiring activity's Command Information System Security Manager (ISSM)/Information Assurance Manager (IAM).

Contractor employees requiring privileged access, (when specified by the terms of the contract) require a Tier 5 (T5) or T5R equivalent investigation, which is a higher-level investigation than the Tier 3 (T3) and T3R described below. Due to the privileged system access, an investigation suitable for High-Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance (IA) Technical Level 1 and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Contractors requiring Enhanced access, (when specified by the terms of the contract) require a T3, T3R, or equivalent investigation, which is a higher level investigation than the Tier 1 (T1) described below. Due to the enhanced system access, an investigation suitable for Moderate Risk national security positions is required.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy CSM and ISSM/IAM manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N;

therefore, the government employee with knowledge of the system/network access required or the Contracting Officers Representative (COR) shall sign the SAAR-N as the supervisor.

The SAAR-N shall be forwarded to the CSM upon contractor employee acquiring a Common Access Card (CAC) credential. Failure to obtain a CAC credential may result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all contractor employees requiring access complete annual Cyber Awareness training, and maintain a current requisite background investigation. The contractor's security representative shall contact the CSM for guidance when reinvestigations are required.

INTERIM ACCESS

The CSM may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION

Safeguarding sensitive unclassified information is critical to achieve NAVSUP Modernization efforts and deliver cutting-edge and uncompromised capabilities. The Secretary of Defense's operations security (OPSEC) campaign plan stresses the importance of protecting controlled unclassified information (CUI). CUI encompasses OPSEC, critical technology, intelligence, and personally identifiable information that, if not properly identified, marked, and controlled, could impair NAVSUP's ability to conduct its mission. Contractor employees with access to Controlled Unclassified Information (CUI) shall comply with DoDI 5200.48 - Controlled Unclassified Information (CUI) and complete DoD approved initial and annual refresher CUI training.

a. Whenever Government provides CUI to, or CUI is generated by, non-DoD entities, all CUI records must be handled as required by the approved mandatory disposition authority.

b. All CUI records must follow the approved mandatory disposition authority whenever the Government provides CUI to, or CUI is generated by, non-DoD entities in accordance with Section 1220-1236 of Title 36, CFR, Section 3301a of Title 44, U.S.C., and the DoDI 5200.48.

c. Contractor employees shall monitor CUI aggregation and compilation based on the potential to generate classified information pursuant to security classification guidance addressing the accumulation of unclassified data or information.

d. Contractor employees shall submit unclassified government information for review and approval for release in accordance with the Standard DoD Component Processes, DoDI 5230.09, and DoDM 5205.07, Volume 1.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the contractor's security representative. Within three (3) work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the contractor's security representative. The contractor's security representative shall be the primary point of contact on any security matter. The contractor's security representative shall not be replaced or removed without prior notice to the Contracting Officer and CSM.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. If the Security Office validates the contractor's position is Non-Critical Sensitive or if the IT system user level is determined to be Enhanced, at a minimum, each contractor employee must be a US citizen and have a favorably completed T3, T3R, or equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or Enhanced position. The investigation consists of a standard National Agency Check and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or Enhanced position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent Office of Personnel Management (OPM) investigative product)

- Two FD-258 Applicant Fingerprint Cards or electronic fingerprint submission (preferred))

- Original Signed Release Statements

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than ten (10) years) throughout the contract performance period. The Contractor's Security Representative shall contact the CSM for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the CSM upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's ISSM/IAM. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The SAAR-N shall be forwarded to the CSM upon the contractor employee acquiring a Common Access Card (CAC) credential. Failure to obtain a CAC credential or provide the required documentation shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Cyber Awareness training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the CSM. The CSM will review the submitted documentation for completeness prior to submitting it to the OPM. Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The CSM will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

For classified contracts, if the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Access Request (VAR) via the Defense Information Security System (DISS). If the contractor employee does not have a current favorably adjudicated investigation, the contractor shall submit the Visit Access Request in DISS until the contractor employee has at a minimum an interim clearance. If the contract only requires access to unclassified information, even if the contractor takes a DISS "owning" role over the contractor employee, the Navy Command will also take a DISS "owning" role over the contractor employee during the hiring process and for the duration of assignment under that contract. If the contract requires access to classified information, the contractor's Facility Security Office (FSO) will take a DISS "ownership" role and the Navy command will take a DISS "servicing" role during the hiring process and the duration of assignment under that contract. All VARs requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employees whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a U.S. citizen or a U.S. permanent resident with a minimum of 3 years of legal residency in the U.S. (as required by the Deputy Secretary of Defense DTM 08-006 or its subsequent DoD Instruction (INST) and

- Must have a favorably completed NACI or T1 investigation or equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the CSR must submit for all employees each of the

following:

- SF-85 Questionnaire for Non-Sensitive Positions

- Two FD-258 Applicant Fingerprint Cards (or the preferred method - electronic fingerprint submission)

- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date may result in delaying the individual's start date.

6.0 ABILITY ONE

NAVSUP FLCN may utilize contractor support through the AbilityOne Program, as needed, to perform contract closeout functions for this acquisition. Information, including business sensitive/confidential or proprietary data, that the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the AbilityOne Program support contractor personnel during the course of its contract performance. The information that may be made available to the support contractor may include, for example, pricing and technical proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data /information.

By submission of a proposal in response to this solicitation, the offeror and its subcontractors consent to a release of their business sensitive /confidential or proprietary data to the Government's AbilityOne Program support contractor personnel in order to perform close out services. Prior to the release of any such information to the support contractor, the support contractor will have in place with the Government a Non-Disclosure/Non-Use Agreement in accordance with the terms of the AbilityOne Program support contract.

Offerors may execute their own Non-Disclosure Agreement with the AbilityOne Program (AbilityOne contact information available from the contracting point of contact). The support contractor must provide copies of the executed agreements to the Contracting Officer and the Contracting Officer's Representative (COR) for the support contract; and the offeror/contractor for this acquisition must provide copies of the executed Agreement to the Contracting Officer for this acquisition. If the offeror/contractor seeks such a Non-Disclosure Agreement with the AbilityOne Program support contractor, the Agreement must be executed no later than the date of final delivery under the resulting NAVSUP FLCN contract.

7.0 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

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

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

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

Name: **TO BE COMPLETED AT TIME OF AWARD**

Email:

Telephone:

8.0 SALES TAX EXEMPTION

The contractor is hereby advised that the United States Government and Agencies thereof are exempt from State and Local Government Tax by virtue of Article 6 of the United States Constitution. No exemption certificate is required.

Evaluation - Commercial Products and Commercial Services

Additional Information/Notes

The following clauses were modified:

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) Feb 2026
hereby reads as follows:

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

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

Conformance:

Quoters shall provide a pricing breakdown of their price quote. Quotes failing to meet this will be determined to not be in conformance to the solicitation and will not be further evaluated.

The Government will award on the basis of price unless the Contracting Officer is aware of past performance information related to the low price quote/offer which indicates that quote/offer may not represent best value. In that case, the Government reserves the right to consider the past performance of other quotes/offers, conduct a price, past performance tradeoff, and award to other than the lowest quote/offer.

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

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

(End of provision)