

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.				1. REQUISITION NUMBER		PAGE 1 OF 27	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA481926R0003	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME William Waters		b. TELEPHONE NUMBER (no collect calls) 8502838646	
8. OFFER DUE DATE/LOCAL TIME 17 Jun 2026 03:00 PM		9. ISSUED BY FA4819 325 CONS PKP BLDG 36235 CP 850-283-8643, 105 MISSISSIPPI RD TYNDALL AFB, FL 32403-5521 UNITED STATES William Waters, Email: william.waters.7@us.af.mil Telephone: 8502838646 David Hackney, Email: david.hackney.1@us.af.mil Telephone: 850-283-8664		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)		NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541330 SIZE STANDARD: USD 47,000,000.00	
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM-DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO See Schedule		16. ADMINISTERED BY		17a. CONTRACTOR/OFFERER TELEPHONE NUMBER		18a. PAYMENT WILL BE MADE BY	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NUMBER		20. SCHEDULE OF SUPPLIES/SERVICES	
21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Section G - Contract Administration Data		26. TOTAL AWARD AMOUNT (For Government Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REFERENCE OFFER DATED ____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

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STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

Solicitation/Contract Form

801st EOD Flight Support Technicians

Flight Support Technicians for Explosive Ordnance Disposal class support.
Product Service Code: R499

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	<p>All support and labor for 801st Explosive Ordnance Technicians shall be IAW PWS. These technicians shall be certified with the necessary experience and credentials to comply with the duties required to support Tyndall AFB, FL.</p> <p>Product Service Code: R499 Pricing Arrangement: Firm Fixed Price</p>	12	Months		
0002	<p>Travel in support of the 801st Red Horse Training Squadron as required IAW PWS. All travel shall be approved by the Contracting Officer Representative and the Contracting Officer prior to travel.</p> <p>Product Service Code: R499 Pricing Arrangement: Firm Fixed Price</p>	1	Lot	Not to Exceed	
0003	<p>Deliverables</p> <p>Product Service Code: R617 Pricing Arrangement: Firm Fixed Price</p>	1	Lot	Not Separately Priced	
Option Line Item 1001	<p>All support and labor for 801st Explosive Ordnance Technicians shall be IAW PWS. These technicians shall be certified with the necessary experience and credentials to comply with the duties required to support Tyndall AFB, FL</p> <p>Product Service Code: R499 Pricing Arrangement: Firm Fixed Price</p>	12	Months		
Option Line Item 1002	<p>Travel in support of the 801st Red Horse Training Squadron as required IAW PWS. All travel shall be approved by the Contracting Officer Representative and the Contracting Officer prior to travel.</p> <p>Product Service Code: R499 Pricing Arrangement: Firm Fixed Price</p>	1	Lot	Not to Exceed	
Option Line Item 1003	<p>Deliverables</p> <p>Product Service Code: R617 Pricing Arrangement: Firm Fixed Price</p>	1	Lot	Not Separately Priced	
Option Line Item 2001	<p>All support and labor for 801st Explosive Ordnance Technicians shall be IAW PWS. These technicians shall be certified with the necessary experience and credentials to comply with the duties required to support Tyndall AFB, FL</p> <p>Product Service Code: R499 Pricing Arrangement: Firm Fixed Price</p>	12	Months		
	<p>Travel in support of the 801st Red Horse Training Squadron as required</p>				

Option Line Item 2002	IAW PWS. All travel shall be approved by the Contracting Officer Representative and the Contracting Officer prior to travel. Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	1	Lot	Not to Exceed	
Option Line Item 2003	Deliverables Product Service Code: R617 Pricing Arrangement: Firm Fixed Price	1	Lot	Not Separately Priced	
Option Line Item 3001	All support and labor for 801st Explosive Ordnance Technicians shall be IAW PWS. These technicians shall be certified with the necessary experience and credentials to comply with the duties required to support Tyndall AFB, FL Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3002	Travel in support of the 801st Red Horse Training Squadron as required IAW PWS. All travel shall be approved by the Contracting Officer Representative and the Contracting Officer prior to travel. Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	1	Lot	Not to Exceed	
Option Line Item 3003	Deliverables Product Service Code: R617 Pricing Arrangement: Firm Fixed Price	1	Lot	Not Separately Priced	
Option Line Item 4001	All support and labor for 801st Explosive Ordnance Technicians shall be IAW PWS. These technicians shall be certified with the necessary experience and credentials to comply with the duties required to support Tyndall AFB, FL Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4002	Travel in support of the 801st Red Horse Training Squadron as required IAW PWS. All travel shall be approved by the Contracting Officer Representative and the Contracting Officer prior to travel. Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	1	Lot	Not to Exceed	
Option Line Item 4003	Deliverables Product Service Code: R617 Pricing Arrangement: Firm Fixed Price	1	Lot	Not Separately Priced	

Description/Specifications/Statement of Work

Requirements

Flight Support Technicians for Explosive Ordinance Disposal class support.

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
Option Line Item 1001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
Option Line Item 1002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p>

	<p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
Option Line Item 1003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
Option Line Item 2001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
Option Line Item 2002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
Option Line Item 2003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
Option Line Item 3001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>

Option Line Item 3002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
Option Line Item 3003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
Option Line Item 4001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
Option Line Item 4002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>
Option Line Item 4003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: F4ATD1 CountryCode: USA</p> <p>DET 1 823 RHS AF BPN NO MILSBILLS PROCESSES, 264 STRANGE POINT LOOP TYNDALL AFB, FL 32403-8502 UNITED STATES</p>

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 01 Oct 2026 To 30 Sep 2027	12 Months	
0002	Period of Performance From 01 Oct 2026 To 30 Sep 2027	1 Lot	
0003	Period of Performance From 01 Oct 2026 To 30 Sep 2027	1 Lot	
Option Line Item 1001	Period of Performance From 01 Oct 2027 To 30 Sep 2028	12 Months	
Option Line Item 1002	Period of Performance From 01 Oct 2027 To 30 Sep 2028	1 Lot	
Option Line Item 1003	Period of Performance From 01 Oct 2027 To 30 Sep 2028	1 Lot	
Option Line Item 2001	Period of Performance From 01 Oct 2028 To 30 Sep 2029	12 Months	
Option Line Item 2002	Period of Performance From 01 Oct 2028 To 30 Sep 2029	1 Lot	

Option Line Item 2003	Period of Performance From 01 Oct 2028 To 30 Sep 2029	1 Lot	
Option Line Item 3001	Period of Performance From 01 Oct 2029 To 30 Sep 2030	12 Months	
Option Line Item 3002	Period of Performance From 01 Oct 2029 To 30 Sep 2030	1 Lot	
Option Line Item 3003	Period of Performance From 01 Oct 2029 To 30 Sep 2030	1 Lot	
Option Line Item 4001	Period of Performance From 01 Oct 2030 To 30 Sep 2031	12 Months	
Option Line Item 4002	Period of Performance From 01 Oct 2030 To 30 Sep 2031	1 Lot	
Option Line Item 4003	Period of Performance From 01 Oct 2030 To 30 Sep 2031	1 Lot	

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

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

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

N/A

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

Invoice 2in1

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial financing, submit a commercial financing request.
- (2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[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	F87700
Issue By DoDAAC	FA4819
Admin DoDAAC	FA4819
Inspect By DoDAAC	F4ATD1
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	F4ATD1
Service Acceptor (DoDAAC)	F4ATD1
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) *WAWF point of contact.*

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

TBD

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

(End of clause)

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	Jun 2020	Alternate I	Nov 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026	Deviation 2025-O0004	Mar 2025
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	Feb 2026		
52.224-3	Privacy Training.	Jan 2017		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021		
52.232-18	Availability of Funds.	Apr 1984		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-92	Security Requirements. (Deviation 2026-O0038)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	Apr 2026	Deviation 2025-O0003	Mar 2025
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7023	Reporting Requirements for Contracted Services.	Jul 2021		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.246-7003	Notification of Potential Safety Issues.	Jan 2023		
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010		

FAR Clauses Incorporated by Full Text

52.217-8 Option to Extend Services.

(Nov 1999)

Option to Extend Services (Nov 1999)

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

(End of clause)

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

(Mar 2000)

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.219-14 Limitations on Subcontracting (DEVIATION 2021-O0008)

(Feb 2026)

Deviation 2021-O0008 (Feb 2023)

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

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

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

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

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

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

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

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

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

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

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

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

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(Feb 2026)

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [] is, [] is not an

SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

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

(End of clause)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
02	Attachment 02 DD0254	Contract Security Classification Specification (DD 254)		15 Jun 2026	
03	Attachment 03 WD 2015-4559 Rev 32 - May 13 2026 (1)	Wage Determination		13 Mar 2026	
04	Attachment 04 Pricing Matrix	Proposal		15 Jun 2026	
06	Attachment 06 FAR 52.212-1 - Instruction v.2	Addendum		15 Jun 2026	
07	Attachment 07 FAR 52.212-2 Evaluation v.3	Addendum		15 Jun 2026	
08	Attachment 08 PPI Worksheet	Proposal		15 Jun 2026	
09	Attachment 09 Past Performance Questionnaire	Proposal		15 Jun 2026	
10	Attachment 10 Financial Responsibility Questionnaire	Proposal		15 Jun 2026	
11	Attachment 11 Base Access Request EAL	Proposal		15 Jun 2026	
12	Attachment 12 Question Worksheet	Supporting Technical Documentation		15 Jun 2026	
01	Attachment 01 EOD PWS - 18 June Final	Performance Work Statement		17 Jun 2026	0001, 0002, 0003, 1001, 1002, 1003, 2001, 2002, 2003, 3001, 3002, 3003, 4001, 4002, 4003
05	Attachment 05 CDRL Monthly Status Report	Contract Data Requirements List (CDRL)		15 Jun 2026	0003, 1003, 2003, 3003, 4003

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

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

FAR Clauses Incorporated by Full Text

52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification. (Deviation 2026-O0038)	(Feb 2026)
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Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification (Feb 2026) (Deviation 2026-O0038)

(a) The offeror must check the following certification:

Certification

The offeror [] does [] does not certify that-

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1002-1(f)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror must notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation.

(Jun 2020)

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

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

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

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

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

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

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

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

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

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

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

(Dec 2019)

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

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

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

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

(End of provision)

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.

(May 2021)

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

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

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

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

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

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

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

- (e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:
- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
 - (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
 - (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
 - (4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).
- (End of provision)

252.225-7000 Buy American--Balance of Payments Program Certificate. (Feb 2024)

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

- (a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.
- (b) Evaluation. The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) (4) of this provision contains a critical component or a critical item; and
 - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
 - (2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

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

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

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

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

Line Item Number _____

[List as necessary]

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

Evaluation Factors for Award

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	Feb 2026		

FAR Clauses Incorporated by Full Text

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

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

1. Price
2. Technical*
3. Past Performance*

*Evaluation factors other than price, when combined, are approximately equal to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. 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)

