Request for Quote (RFQ) W91QVP-26-Q-2601

SVC – TA26 PHIT

This is a combined synopsis/solicitation request under RFQ number W91QVP-26-Q-2601 for commercial services prepared in accordance with the format in the Federal Acquisition Regulation (FAR) Subpart 12.6, using Streamlined Procedures for Evaluation and Solicitation for Commercial Products and Commercial Services. This solicitation documents and incorporates provisions and clauses for commercial items in effect through Federal Acquisition Circular FAC 2025-04 effective 12 May 2025. It is the responsibility of the contractor to be familiar with the applicable clauses and provisions. Clauses may be accessed in full text at these addresses: https://www.acquisition.gov/far/ and http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html.

DESCRIPTION OF REQUIREMENT:
The 413th Contracting Support Brigade (CSB), Theater Support Contract intends to award a Firm-Fixed Price contract to provide Port Handling Inland Transportation (PHIT). This is a competitive Firm Fixed Price (FFP) set aside for local vendors only. See PWS for period of performance.

**** FUNDS ARE AVAILABLE****

REQUIREMENT DETAILS

CLIN	Description	Period of Performance	QTY	Total in USD
0001	PHIT	9 July 2026 – 7 August 2026	1	
0002	Defense Base Act (DBA Insurance)	9 July 2026 – 7 August 2026	1	
Total				

All responses must be submitted in PDF format and the Pricing Sheet must be submitted in Excel format via email to SFC Morris, Ryan at ryan.b.morris4.mil@army.mil and MAJ Wischmeier, Hyrum at hyrum.s.wischmeier.mil@army.mil. All submissions are due to the responsible Contracting Office no later than 1 JUL 2026 @ 11:30 PM Hawaii Standard Time Zone.

The U.S. Government intends to award based on a price and other factors basis.

The U.S. Government has the right to change, modify or cancel the requirement in its entirety at no penalty within 48hrs of execution of the Period of Performance of Services or Delivery of Goods.

Do NOT share this RFQ with other vendors or this may result in being eliminated from the competition.

To be eligible for award under this request, contractors shall respond by the closing date and time as referenced above.

Failure to submit the required information may result in your offer being considered non-responsive.

The Government intends to use the Wide Area Workflow (WAWF) as payment. Contractor must be able to accept payment via WAWF in United States Dollar (USD) in order to be eligible for award.

All quotes shall be valid for at least 90 days from submission.

The Contractor shall list all prices in United States Dollar (USD).

Questions can be sent to SFC Morris, Ryan at ryan.b.morris4.mil@army.mil and MAJ Wischmeier, Hyrum at hyrum.s.wischmeier.mil@army.mil. All submissions are due to the responsible Contracting Office no later 29 JUN 2026 @ 11:30 PM Hawaii Standard Time Zone.

ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS – Commercial Items (SEP 2023) In addition to the following addendum, all terms, and conditions of FAR provision 52.212-1 remain in effect. The following have been tailored to this procurement and are hereby added via addendum:

SOLICITATION/OFFEROR REQUIREMENTS

OFFER SUBMISSION

Offer shall consist of, at a minimum:

a. Signed and dated solicitation with total price for CLIN 0001 and 0002 to include completing the last page with contractor information.

b. Completed Pricing Sheet (Excel).

c. To be eligible for award under this request, contractors shall provide a copy of their Defense Base Act Insurance Estimate. Able to procure DBA insurance within 72 hours of Award. Failure to submit and estimate price on the quote may result in your offer being considered non-responsive

d. Capability Statement.

e. Signed 889 Form

c. OFFER PREPARATION INSTRUCTIONS

(1) See above red text for specific instruction on preparing all required documents for your offer to be considered responsive.

(2) Offer Limitation. The Government will not accept any changes to the contractor's offer after the closing date of the solicitation.

(3) The offeror shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your offer and who can obligate your company contractually.

(4) Offerors shall complete pricing for ach CLIN as required WITHOUT TAXES,

CONTINGENCIES and including ALL SHIPPING CHARGES. Offers shall be provided in US Dollars at the time of evaluation.

(5) Payment terms of the resulting purchase order will process via WAWF. The contractor/vendor must have an active registration on SAM, provide their CAGE Code, and active WAWF enrollment. All payments will be made in local currency. It is the contractor's responsibility to make sure their bank accepts payment in local currency.

52.212-1 INSTRUCTIONS TO OFFERORS – ADDENDUM

DBA Language for Addendum to FAR 52.212-1, Instructions to Offerors – Commercial Items:

The offeror will be required to provide evidence of a pricing estimate for DBA insurance from an approved Department of Labor provider, normally via a broker, either with its offer or prior to award. This is to demonstrate that the offeror has taken the DBA insurance requirement into consideration as part of its proposal. The offeror's estimated cost of DBA insurance will be included as part of the overall pricing and will not be separately priced or evaluated. The offeror's price quotation must be inclusive of the cost of obtaining Defense Base Act (DBA) insurance and maintaining coverage throughout the entire period of performance including any option period(s). After award the contractor will not receive separate reimbursement from the Government for obtaining the insurance policy.

Vendors shall ensure that their quoted pricing accounts for the open market pricing of obtaining DBA insurance coverage. **THERE WILL BE NO PRICE ADJUSTMENT AFTER AWARD.** Vendors are responsible for knowing the coverage limits of their DBA insurance policy. The contractor will be required to have a DBA policy in place prior to the commencement of work.

The contractor shall purchase DBA insurance only from carriers that are authorized to provide such coverage by the United States Department of Labor (DOL). This requirement also applies to all subcontractors. The DOL maintains a website that contains a complete list of authorized insurance carriers at http://www.dol.gov/owcp/dlhwc/lscarrier.htm. Carriers authorized to provide DBA insurance are identified with the letters "DB" in the column titled "Acts Covered." The following providers are for information only and do not represent an endorsement by the US Government. The list is NOT all inclusive.

1. **Insurance Providers:** Listed below are some companies that provide DBA insurance although there are many others. The providers listed below are for information purposes only and do not represent an endorsement by the US Government. Offerors/Contractors are encouraged to review the DOL website or to contact insurance brokers, in paragraph (2), to identify other companies that are authorized to provide DBA insurance coverage. This list is not all-inclusive.
AIG: http://www.aig.com/Defense-Base-Act_3171_417691.html CNA: https://eservices.europassistance-usa.com/sites/DBA/Anon/Pages/Welcome.aspx?ReturnUrl=/sites/DBA/_layouts/Authenticate.aspx?Source=%2Fsites%2FDBA&regPrompt=1
Chubb: https://www2.chubb.com/us-en/business-insurance/federal-government-contractors.aspx Zurich: http://www.zurich.com/
Allied World Insurance: https://www.alliedworldinsurance.com/usa-casualty-defense-base-act-and-foreign-voluntary-workers-compensation
Starr Companies: http://www.starrcompanies.com/insurance/defenseoverview

2. **Insurance Brokers**. Insurance brokers are representatives of insurance providers and sell insurance to contractors. Listed below are some companies that provide this service, although there are many others. The brokers listed below are for information purposes only and do not represent an endorsement by the US Government. This list is not all inclusive and may NOT be current. Contractors should request the names of insurance brokers from the insurance provider to obtain DBA insurance coverage.

Global Underwriters: http://www.defensebaseact.com/
AON Corporation: http://www.aon.com/reinsurance/specialty_practices/accident_health_life.jsp Marsh & McLennan: http://www.marsh.com
Lockton: http://dbainsuranceservices.com
Moody Insurance Worldwide: http://www.moodyinsurance.com/gov_defense_base.shtml LMG International: http://www.lmg-intl.com/dba/

ADDENDUM TO 52.212-2 EVALUATION – Commercial Items

**** Basis for Award:**

(a) The Government will perform an evaluation using a comparative evaluation of each quote. The Government will compare quotes to one another in order to select the quote that best benefits the Government. Comparative evaluation will be conducted in accordance with FAR 12.203(c). The following factors shall be used to evaluate Offeror(s):

(1) Technical
(2) Price

(b) A written notice of award or acceptance of a quote, mailed or otherwise furnished to the successful Offeror(s) within the time for acceptance specified in the quote, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept a quote, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. The Contracting Officer will award one, firm fixed price contract resulting from this RFQ to the responsible Offeror whose PRICE AND OTHER FACTORS conforming to the RFQ is most advantageous to the Government.

1. **Technical (Non-Cost/Price) –** offeror clearly demonstrates in its response a clear understanding of all the Government's requirements and effective and safe approach for the completion of service in accordance with the PWS. Contractors are advised to provide pictures of any equipment's or vehicles that will be used to fulfill the requirements specified in the PWS.

2. Price -- The Government reserves the right to award to a Offeror with other than the lowest price. Award will be made to the Offeror whose quote represents the best overall value to the Government.

a) Offerors shall complete pricing for each CLIN and ELIN as required without TAXES, CONTINGENCIES and including all shipping charges. Offers shall be provided in USD.

b) Completeness. Each offeror is required to provide complete pricing for each contract line identified.

c) Unbalanced Pricing. The offeror shall ensure the pricing of contract line items are not significantly over or understated, which may increase performance risk or result in unreasonably high prices.

d) Price Reasonableness. The offeror shall ensure prices reflect fair market value and be reasonable when compared to the independent Government estimate, if applicable, and current market prices for same or similar services.

CLAUSES INCORPORATED BY REFERENCE

52.203-3 Gratuities
52.203-6 ALT I Restrictions on Subcontractor Sales to the Government, 52.204-9 Personal Identity Verification of Contractor Personnel 52.204-16 Commercial and Government Entity Code Reporting

52.204-17 Ownership or Control of Offeror

52.204-18 Commercial and Government Entity Code Maintenance

52.204-19 Incorporation by Reference of Representations and Certifications 52.204-

20 Predecessor of Offeror

52.204-21 Basic Safeguarding of Covered Contractor Information Systems

52.204-22 Alternative Line-Item Proposal

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services

or Equipment

52.204-27 Prohibition on a Byte Dance Covered Application

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation 52.209-

5 Certification Regarding Responsibility Matters

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services.

52.212-2 Evaluation – Commercial Products and Commercial Services

52.212-3 Alt I Offeror Representations and Certifications—Commercial Products and Commercial Services. 52.212-

4 Contract Terms and Conditions—Commercial Products and Commercial Services.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders— Commercial Products

and Commercial Services.

52.222-50 Combating Trafficking in Persons

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--

Representation and Certifications.

52.229-12 Tax on Certain Foreign Procurements

52.232-33 Payment by Electronic Funds Transfer-System for Award Management.

52.232-39 Unenforceability of Unauthorized Obligations

52.233-1 Disputes.

52.233-3 Protest after Award.

52.233-4 Applicable Law for Break of Contract Claim.

The following additional DFARS provisions and clauses are applicable to the acquisition:

252.201-7000 Contracting Officer Representative

252.203-7000 Requirements Relating to Compensation of Former DoD Officials

252.203-7002 Requirement to Inform Employees of Whistleblower Rights

252.203-7005 Representation Relating to Compensation of Former DoD Officials.

252.204-7003 Control of Government Personnel Work Product.

252.204-7004 Antiterrorism Awareness Training for Contractors.

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls.

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support 252.204-

7016 Covered Defense Telecommunications Equipment or Services
252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation
252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7019 Notice of NISTSP 800-171 DoD Assessment Requirements
252.204-7020 NIST SP 800-171 (DoD Assessment Requirements 252.204-
7021Cybersecurity Maturity Model Certification Requirements. 252.215-7007
Notice of Intent to Resolicit
252.222.7002 Compliance with Local Labor Laws (Overseas) 252.225-7012
Preference For Certain Domestic Commodities
252.222.7002 Compliance with Local Labor Laws (Overseas)
252.225-7012 Preference For Certain Domestic Commodities
252.225-7041 Correspondence in English
252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States.
252.225-7048 Export-Controlled Items
252.225-7055 Representation Regarding Business Operations with the Maduro Regime.
252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime.
252.232-7003 Electronic Submission of Payment Requests and Receiving Reports
252.232-7008 Assignment of Claims (Overseas)
252.232-7010 Levies on Contract Payments
252.233-7001 Choice of Law (Overseas)
252.237-7010 Prohibition on interrogation of Detainees by Contractor Personnel 252.243-7001 Pricing of Contract Modifications
252.243-7001 Pricing of Contract Modifications
252.243-7002 Requests for Equitable Adjustment
252.244-7000 Subcontracts for Commercial Items and Commercial Components 252.246-7008 Sources of Electronic Parts
252.247-7023 ALT 1 Transportation of Supplies by Sea

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered 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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service

that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(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 telecommunications equipment or services."

(c) Representations. The Offeror represents that--

(1) It [____] will, [____] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [____] does, [____] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(d) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as

part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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 telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [_] does, [____] does not provide covered 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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ ] does, [ ]does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-2 EVALUTION – COMMERCIAL PRODUCTS AND COMMENRCIAL SERVICES

(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:

i. Technical capability offered to meet the Government requirement (We encourage contractors to be creative with their technical approach)
ii. Price

(b) *Options*: **52.217-8 Option to Extend Services**

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 3 days.

(End of clause)

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

(End of provision)

52.212-2 EVALUATION-COMMERCIAL ITEMS – ADDENDUM

DBA Language for FAR 52.212-2, Evaluation – Commercial Items:

To be eligible for award, offerors must include:

Evidence of a quotation/price estimate for DBA insurance, from an authorized underwriter, that includes the scope of work described in this solicitation. Please see the paragraph on DBA insurance in the Addendum to FAR 52.212-1 for more information on obtaining coverage, including a list of authorized insurers.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

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

Person--

(1) Means-- A natural person;

(i) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(ii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which

are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN- List/Pages/default.aspx).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225- 24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.229-6 Taxes-Foreign Fixed-Price Contracts.

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

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

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

Tax and "taxes" include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

All applicable taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Excepted tax means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor’s possession of, interest in, or use of property, title to which is in the U.S. Government.

(1) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States, except as provided in subparagraph (c)(2) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000 C may not be-

(i) Included in the contract price; nor

(ii) Reimbursed. (d)

(1) Except as provided in subparagraph (d)(2) of this clause, the contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for

such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.

(2) The contract price may not be increased to offset taxes imposed under 26 U.S.C. 5000 C.

(a) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(b) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.

(c) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(d) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(e) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(End of clause)

52.229-11 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.

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 would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet 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 shall 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 Internal Revenue Service (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)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of Clause)

252.204-7016 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)

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)

252.229-7001 TAX RELIEF (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.229-7014 FULL EXEMPTION FROM TWO-PERCENT EXCISE TAX ON CERTAIN FOREIGN PROCUREMENTS (OCT 2022)

(a) As the Contractor represented in its offer, any item, including any item delivered under subcontract; any service; or any combination thereof delivered under this contract is fully exempt from the 2-percent excise tax withholding imposed by 26 U.S.C. 5000C and implemented by Federal Acquisition Regulation (FAR) 52.229-12, Tax on Certain Foreign Procurements.
(b) If the full exemption no longer applies due to a change in circumstances during the performance of the contract, causing the Contractor to become subject to the withholding for the 2-percent excise tax as imposed by 26 U.S.C. 5000C, then the Contractor shall immediately comply with the notification and billing requirements of FAR clause 52.229-12.

(End of clause)

252.232-7006 Wide Area WorkFlow Payment Instructions.

As prescribed in 232.7004 (b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

_____

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

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

_____

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC

Issue By DoDAAC

Admin DoDAAC**

Inspect By DoDAAC

Ship To Code

Ship From Code

Mark For Code

Service Approver (DoDAAC)

Service Acceptor (DoDAAC)

Accept at Other DoDAAC

LPO DoDAAC

DCAA Auditor DoDAAC

Other DoDAAC(s)

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

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

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

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

(g) WAWF point of contact.

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

_____

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

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

(End of clause)

****** PLEASE PROVIDE THE FOLLOWING INFORMATION WITH YOUR QUOTE*******

COMPANY NAME: _____

UNIQUE ENITITY IDENTIFIER: _____

CAGE CODE:_____

POINT OF CONTACT NAME: _____

POINT OF CONTACT PHONE: _____

POINT OF CONTACT EMAIL: _____

Registered in SAM: Yes _____ No _____

*Make sure your status is ACTIVE.

Registered in Wide Area Workflow (WAWF): Yes _____ No _____

*WAWF will not work when the SAM registration is inactive. This will cause payment delays!

Section 889 Compliant & Listed in Reps and Certs in SAM: Yes _____ No_____