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 30

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: W912LR26QA0260002

6. SOLICITATION ISSUE DATE: 08 JUN 2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: CHRISTOPHER ROBERT TRINIDAD

b. TELEPHONE NUMBER *(No collect calls)*: 787-289-1400 +7694

8. OFFER DUE DATE/ LOCAL TIME: 02 JUL 2026 02:00 PM

9. ISSUED BY — CODE W912LR

W7PA USPFO ACTIVITY PR ARNG
KO FOR PRARNG DO NOT DELETE, USAG BLDG 540 BORINQUENEER ST
FORT BUCHANAN 00934
PUERTO RICO
CHRISTOPHER ROBERT TRINIDAD, EMAIL: NG.PRARNG.PURCHASING-AND-CONTRACTING.MBX@ARMY.MIL TELEPHONE: 787-289-1400 +7694

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100 % FOR: NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310

SIZE STANDARD: USD 12,500,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] 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
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER [ ]

18a. PAYMENT WILL BE MADE BY — CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

SEE CONTINUATION

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

- [x] 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 — [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] 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:

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

Solicitation/Contract Form Continuation

Instrument Name: Stationary Crane Inspection/Certification Services for PRARNG

Product Service Code : J039

SUMMARY OF PWS CHANGES:

Bidders are advised to review the revised PWS (Rev 16 Jun 2026) in its entirety. Key changes include:

(a) Change in Title and Scope (Sections 1.1 & 1.2): The solicitation title and scope have been changed from "Stationary Crane Maintenance Services" to "Stationary Crane Inspection Services." All requirements to perform actual repair services have been removed.

(b) Period of Performance (Section 1.4): The Period of Performance (PoP) has been revised from a 12-month Base Year to 90 Days After Receipt of Order (ARO), reflecting the removal of long-term maintenance and repair tasks.

(c) Introduction of the Deficiency Correction Plan (DCP) (Section 5.3): The "Detailed Maintenance & Parts Report" has been replaced with a requirement for a comprehensive Deficiency Correction Plan (DCP). For any crane that fails inspection or cannot be safely load-tested, the contractor shall provide a DCP detailing observed deficiencies, required corrective actions, an itemized parts list, and an estimated reconditioning cost. The DCP is a data deliverable only; no repair services are authorized.

(d) Organizational Conflict of Interest (OCI) Notification (Section 1.5.16): An OCI note has been added advising bidders that participation in developing the DCP (which will be used as the technical basis for a subsequent repair procurement) constitutes a potential informational OCI. The Contracting Officer will determine appropriate mitigation measures, which may restrict the successful contractor from competing on the future repair contract.

(e) Condition Codes Update (Section 5.2.2): The operational condition classifications have been expanded to include a "Yellow" code (Operable -- Certification Lapsed) for cranes that are mechanically functional but lack current certification.

(g) Load Testing Clarification (Section 5.4.1): The PWS now explicitly clarifies that load testing will only be conducted on eligible cranes (Green/Yellow condition codes or Contracting Officer-authorized Amber cranes) and is strictly prohibited for Red-coded cranes until a future repair contract is executed.

(h) Deliverables Schedule Update (Technical Exhibit 2): The schedule has been updated to reflect the new 90-day PoP and the transition from repair-based deliverables to the submission of the DCP and the Consolidated Inspection Completion Summary Report.

(i) The line item schedule structure has been updated to reflect these changes.

*** END OF NARRATIVE ***

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	INSPECTION AND DIAGNOSTICS REPORTING / TECHNICAL INSPECTION AND GENERAL REQUIREMENTS The contractor shall provide non-personal services, labor, subcontracted services, materials, equipment, specialized tooling and supervision to provide services described in Section 5.0 of the Performance Work Statement (PWS) of (7) Stationary Crane Systems. Location and breakdown of Facilities in PWS 5.1 and Table 1. Product Service Code: H339 North American Industry Classification System (NAICS): 811310 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	7	Each		
0002	Safety and Operational Inspection /Certification The contractor shall conduct an in-depth, rigorous safety and operational inspection of each crane listed in Table 2 of the PWS 5.2. Inspections must comply with 29 CFR 1926 Subpart CC, AR 385-10, DA PAM 385-10, ASME B30.2, and applicable manufacturer guidelines. Certifications shall be in accordance with PWS Par 5.5, for stationary crane systems which passed the inspection and load test in accordance with PWS Par 5.2 and 5.3. Product Service Code: H339 North American Industry Classification System (NAICS): 811310	7	Each		

	Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
0003	Deficiency Correction Plan Preparation The contractor shall prepare a a comprehensive Deficiency Correction Plan (DCP) for each crane that receives an Amber or Red condition code under paragraph 5.2.2, and for which load testing cannot be safely conducted, in accordance with PWS Paragraph 5.3. Payment under this CLIN is per every DCP report produced that was required resulting from the inspection conducted in accordance with PWS Par 5.1 and 5.2. Product Service Code: H339 North American Industry Classification System (NAICS): 811310 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	7	Each		

Continuation of Description

Requirements

Stationary Crane Inspection/Certification Services for PRARNG SEMF

Continuation of Deliveries or Performance

0001	**Delivery Schedule** From date of lead time event to completion of performance 90 Calendar Days Date of Award Receipt **Quantity** 7 Each **Address and POC** Place of Performance DoDAAC: W58BNE CountryCode: PRI W8BC PRARNG ELEMENT, JF HQ BLDG 541, BORINQUENNER ST FORT BUCHANAN 00934-4069 PUERTO RICO CW3 Juan Medina
0002	**Delivery Schedule** From date of lead time event to completion of performance 90 Calendar Days Date of Award Receipt **Quantity** 7 Each **Address and POC** Place of Performance DoDAAC: W58BNE CountryCode: PRI W8BC PRARNG ELEMENT, JF HQ BLDG 541, BORINQUENNER ST FORT BUCHANAN 00934-4069 PUERTO RICO CW3 Juan Medina

0003	**Delivery Schedule** From date of lead time event to completion of performance 90 Calendar Days Date of Award Receipt **Quantity** 7 Each **Address and POC** Place of Performance DoDAAC: W58BNE CountryCode: PRI W8BC PRARNG ELEMENT, JF HQ BLDG 541, BORINQUENNER ST FORT BUCHANAN 00934-4069 PUERTO RICO CW3 Juan Medina

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04		

52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

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.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.222-42	Statement of Equivalent Rates for Federal Hires.	2014-05		

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

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.

Not applicable.

(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.

Submit an Invoice 2in1 (SERVICES ONLY)

(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.

[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*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0670
	W912LR

Issue By DoDAAC	
Admin DoDAAC	W912LR
Inspect By DoDAAC	Not used
Ship To Code	Not Used
Ship From Code	Not Used
Mark For Code	Not Used
Service Approver (DoDAAC)	Not Used
Service Acceptor (DoDAAC)	W58BNE
Accept at Other DoDAAC	Not Used
LPO DoDAAC	Not Used
DCAA Auditor DoDAAC	Not Used
Other DoDAAC(s)	Not Used

*(*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. The contracting office does NOT provide training on how to register, setup, and complete PIEE/WAWF Registration or how to submit invoices. The contractor is responsible for understanding requirements and procedures in order to submit invoices. For contract administration inquiries, contact ng.prarng.purchasing-and-contracting.mbx@army.mil.

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		

List of Contract Documents, Exhibits, or Attachments

Attachment listed herein are incorporated by reference and remain in full effect. Per Amendment 001, the all physical repair services have been descoped from this requirement and are reflected in Revision 1, Dated 16 June 2026, of the Performance Work Statement. The resulting Deficiency Correction Plans (DCP) will strictly serve as data deliverables used by the Government to facilitate a separate, future procurement for necessary repairs. Amendment 002 incorporates by reference responses to Requests for Information. All other terms and conditions, unless expressly specified in this amendment or future amendments, remain unchanged and in full effect.

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	PWS SEMF I nspection-Certificat ion Rev 16 Jun 2026	Performance Work Statement		16 Jun 2026		22	Attachment	No
0002	Service Co ntract Act WD 2015-5 713 Rev 29 13 May202 6	Wage Determination		13 May 2026		11	Attachment	No
0003	RFI Respon ses_W912LR 26QA026	RFI Responses W912LR26QA026 dtd 23 June 2026		23 Jun 2026		3	Attachment	No

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Tailored)	2026-02		

Instructions to Quoters - Commercial Products and Commercial Services (Feb 2026). As prescribed in 12.205(a), the subsequent provision is replaced in its entirety:

This is a Request for Quotations under RFO Part 12.

(a) Submission of quotations. Submit signed and dated quotes to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, quotes shall include -

(1) The solicitation number.

(2) The name, address, telephone number of the quoter.

(3) The quoter's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator.

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation.

(5) Responses to provisions that require quoter completion of information, representations, and certifications (if other than those collected via the System for Award Management (SAM)).

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(7) Quoters shall provide the following:

(i) The quoter's vendor commercial quote (no page limit). Your quotation shall include a breakdown similar to the line item structure in the SF 1449 and a price per stationary crane system to be inspected.

(ii) A signed copy of the SF 1449 with pricing input in price schedule. If not using the SF 1449, include a statement in the commercial quote that the submission accepts terms and conditions of the solicitation.

(8) Quotations shall be submitted to:

ng.prarng.purchasing-and-contracting.mbx@army.mil

(9) Do not submit links to online storage systems or files that require forms of authentication as they may not be viewable in US Government computers.

(b) Period for acceptance of quotes. The quoter agrees to hold the prices in its quote firm for 60 calendar days from the date specified for receipt of quotes, unless another time period is specified in an addendum to the solicitation.

(c) Late submissions, modifications, revisions, and withdrawals of quotations.

(1) Quoters are responsible for submitting quotes and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any quote, modification, or revision received after the time specified for receipt of quotes is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late quote would not unduly delay the acquisition. However, a late modification of an otherwise successful quote that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that quotes cannot be received at the Government office designated for receipt of quotes by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of quotes will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Reserved.

(d) Award of Purchase Order. The Government intends to review quotes and award a firm-fixed-price (FFP) purchase order. The quoter's initial quote should contain the quoter's best terms. The Government reserves the right to seek clarifications on the contents of the quote if determined necessary by the Contracting Officer. The Government may reject any or all quotes if such action is in the public interest and waive informalities and minor irregularities in quotes received.

(e) Debriefings. If a post award debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

Note: This solicitation is a Request for Quotations (RFQ). A quotation is not an offer, and this is not a request for proposals. While the debriefing procedures described above are required by statute, the Government may provide a brief explanation to unsuccessful quoters upon request, consistent with RFO Part 12.301(b).

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of	2021-05		

Covered Defense
Telecommunications Equipment
or Services-Representation.

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)

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

National Guard Agency Protest Program

NG Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns with the National Guard (NG) as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum.

Contract award or performance is suspended during the protest to the same extent, and within the same time periods as if filed at the GAO. The NG protest decision goal is to resolve protests within 35 calendar days from filing. An agency protest may be filed with either the Contracting Officer or the NG Agency's Protest Decision Authority, but not both, in accordance with NG protest procedures.

To be timely, the protests must be filed with the periods specified in RFO 33.103. To file a protest under the NG Agency Protest Program, the protest must request resolution under that program and be sent to the address below:

Puerto Rico National GuardUnited States Property and Fiscal Office for Puerto Rico Purchasing & Contracting Division Chief of the Contracting OfficeATTN: MAJ ROLANDO PEREZEmail: rolando.perez.9@us.af.mil Copy: ng.prarng.purchasing-and-contracting.mbx@army.mil

National Guard BureauOffice of the Director of Acquisitions/ Head of Contracting ActivityATTN: NGB-AQ-O111 S. George Mason Dr.Arlington, VA 22204Email: ng.ncr.ngb-arng.mbx.ngb-task-order-ombudsman@mail.mil

All other agency-level protests should be sent to the Contracting Officer for a resolution at the address in the solicitation. See RFO clause 52.233-2.

NG Public-facing, general Protest information is found at: https://www.nationalguard.mil/Leadership/Joint-Staff/Special-Staff/Director-of-Acquisitions

Directorate of Acquisitions information for the contracting enterprise is found at https://gko.portal.ng.mil/ngb/STAFF/D01/D01/OI/Protests%20and%20Complaints/Forms/AllItems.aspx

(End of Addendum 1, National Guard Agency Protest Program)

*** END OF NARRATIVE ***

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Tailored)	2026-02		

Provision under 52.212-2 is replaced in its entirety as follows:

(a) Evaluation: The Government will award a firm-fixed-price (FFP) purchase order resulting from this solicitation to the responsible quoter who provides the lowest acceptable quote that demonstrates understanding of the requirements and conformance with the solicitation, conducted under RFO Part 12 procedures for commercial items in subpart 12.201-1.

(1) Quotes failing to meet all the terms and conditions of this solicitation, including buy terms, line-item descriptions, and attachments, will not be evaluated for award. The Government reserves the right to seek clarifications on the contents of the quote if determined necessary by the Contracting Officer.

(2) Quotes will be evaluated in accordance with RFO 12.203(a) based on **PRICE ONLY**. Price will be evaluated to identify the lowest acceptable quote. The Government will evaluate the quoted price to determine price reasonableness. Price reasonableness will be established by comparing the quoted prices received in response to the solicitation, comparing quotes to the Independent Government Cost Estimate (IGCE), or using other accepted techniques.

(b) Notice of Purchase Order Award: The purchase order is the Government's offer to a supplier to buy certain products or services upon specified terms and conditions. A binding contract is formed when the supplier accepts the Government's offer, either by written acceptance of the purchase order or substantial performance of the purchase order. The contracting officer may request that the contractor provide written acceptance of the order. See RFO 12.201-1(b).

(c) Responsibility Determination: In accordance with RFO FAR policy, the Contracting Officer must determine that the apparent successful quoter is responsible before awarding a purchase order. Separate from the price evaluation described in paragraph (a)(2)(iii), if the lowest acceptable quote features a price that is abnormally low, the Contracting Officer may use that as an indicator of performance risk. The Government will also consider information obtained from the Supplier Performance Risk System (SPRS) in accordance with RFO DFARS

(Deviation 2026-O0043) subpart 204.7600 and provision 252.204-7024, Notice of the Supplier Performance Risk System, to assess pricing risk in accordance with RFO DFARS 204.7603(b). In such cases, the Contracting Officer may require the quoter to provide additional information (such as a breakdown of labor rates, material costs, or a risk mitigation plan) specifically to make an affirmative determination of responsibility and ensure the quoter has the capacity and competence to perform the requirement at the quoted price. Failure to demonstrate the capacity to perform at the quoted price may result in a determination of non-responsibility. Any determination of non-responsibility for the apparent successful quoter will be referred to the cognizant Small Business Administration (SBA) office for a Certificate of Competency (COC) determination.

Addendum to Solicitation Provisions

FAR Provisions 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.	2017-01		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06		

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)