SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912HZ26QA025	18 JUN 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	ETHEL GRANT	(601) 634-2372	17 JUL 2026 12:00 PM

9. ISSUED BY CODE W912HZ

W2R2 USA ENGR R AND D CTR
ERDC CONTRACTING OFC, 3909 HALLS FERRY ROAD
VICKSBURG, MS 39180-6199
UNITED STATES
ETHEL GRANT, EMAIL: ETHEL.D.GRANT@USACE.ARMY.MIL TELEPHONE: (601) 634-2372

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 326130

SIZE STANDARD: 650

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
☒ 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)*

☒ 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 ☒ 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: SEE CONTINUATION

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: Plastic Supplies Master BPA

Product Service Code : 9510

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Continuation of Description

Required Specification for Plastic BPA

1. General: The objective of this Blanket Purchase Agreement (BPA) is to obtain plastic supplies for the Engineering Research and Development Centers (ERDC) facilities over the next five years. Orders will be issued by firm-fixed price BPA Call orders. There is no minimum guarantee for this agreement.

2. Requirement: The Contractor shall furnish all management, materials, supplies, and transportation to deliver all requirements specified in each BPA call. Award of BPA calls will only be made under contractors included in the BPA pool. The supplies include but are not limited to:

Material Types - PVC, High Density Polyethylene, Acrylic, Plexiglass, Polycarbonate, Polystyrene, Nylon, Cell Cast, Extruded, Natural Acetal, Acrylonitrile Butadiene Styrene, Fiberglass, etc.

3. Funds Obligation: The Master Blanket Purchase Agreement (BPA) does not obligate any funds. The government shall be obligated only to the extent of authorized purchases actually made via a properly executed BPA Call.

4. Threshold: There is a pool of Blanket Purchase Agreement holders that will share a total capacity not to exceed $5,000,000.00. The Government estimates, but does not guarantee, that the total volume of purchases through the Blanket Purchase agreement pool will total $5,000,000.00. Individual requirements shall not exceed the simplified acquisition threshold. There is no minimum guarantee of work. There is no minimum BPA Call value. The maximum BPA Call value is $250,000.00.

5. Period of Performance: This BPA expires Five (5) years from award date or at reaching the BPA not to exceed limit ($5,000,000.00), whichever is earlier.

6.0 LOCATION AND DESCRIPTIONS OF FACILITIES:

ERDC locations included in this agreement include but are not limited to:

- Engineering Research and Development Center, Vicksburg, MS

- Cold Regions Research and Development Laboratory, Hanover, NH

- Construction Engineering and Research Laboratory, Champaign, IL

- Geospatial Research Laboratory, Alexandria, VA

- Coastal and Hydraulics Laboratory Field Research Facility, Duck, NC

- Lewisville Aquatic Ecosystem Research Facility, Lewisville, TX

- USACE Reach-back Operations Center, Mobile, AL

- Permafrost Tunnel Research Facility, Fox, AK

- Permafrost Experiment Station, Fairbanks, AK

7. CONTRACTOR RESPONSIBILITIES:

A. Delivery: Each Call awarded under this agreement will have a delivery date for that specific call.

B. Licensing and Qualifications - The Contractor shall comply with licensing and qualifications requirements of the State work is to be performed.

C. Quality Control Program - The Contractor, and not the Government, will be responsible for management and quality control actions necessary to meet the quality standards set forth by this agreement.

8. GOVERNMENT RESPONSIBILITIES:

A. BPA Calls - Upon acceptance of the Contractor's Quote in response to the Government's RFQ, the Government shall issue a Call for the work to be accomplished by the Contractor. Each Call, at a minimum, shall describe the required supplies and delivery.

B. Payment - The Government will make all payments within 30 days of receipt of proper invoicing after delivery of supplies in accordance with each specific BPA Call.

9. SAFETY REQUIREMENTS:

A. Commercial Delivery Safety -- The Contractor and its commercial carriers shall comply with standard commercial safety practices, applicable Occupational Safety and Health Administration (OSHA) regulations, and Department of Transportation (DOT) regulations during the transit, loading, and unloading of supplies.

B. Loading Dock Safety -- Delivery personnel shall adhere to all local installation safety rules and speed limits while operating vehicles on ERDC facilities. Unloading at the designated delivery docks shall be conducted safely using standard commercial material handling equipment.

C. Safety Plan Exemption -- Because this contract is strictly for the off-site manufacture and commercial delivery of supply items, the Contractor is exempt from the requirement to submit a formal Accident Prevention Plan (APP) or Safety Plan to the ERDC Safety Office, and is exempt from the provisions of USACE EM 385-1-1, unless the Contractor performs on-site installation or labor services under a separate, authorized contract vehicle.

10. SECURITY AND ACCESS REQUIREMENTS:

A. Site Security - The Contractor shall provide delivery to secure federal facilities and shall insure all personnel delivering to these facilities meet all security requirements.

B. Hours of Operation - Normal hours of operation are Monday through Friday from 0700 until 1600 excluding Federal holidays. The Contractor shall arrange delivery during these working hours.

C. Security Requirements -

(1) U.S. Citizens: Delivery personnel must be U. S. citizens. Contractor personnel shall follow all sign-in and security regulations as directed by the Security Office.

(2) No Weapons Allowed: All persons and vehicles entering a US Government facility are subject to inspection for firearms, explosives and dangerous weapons, per AR 190-22.

(3) Subcontractor Access/Deliveries: The Contractor shall notify the TPOC the day before or as soon as possible when subcontractors are to arrive or deliveries of equipment and supplies are to occur. This will facilitate access on to the installation and prevent delays at the security gates.

11. ENVIRONMENTAL REQUIREMENTS:

A. Environmental Protection - The Contractor shall be in compliance with Federal, State, and local environmental laws, regulations, and ordinances applicable to this agreement. The Contractor is responsible for being currently informed of changes in environmental laws, regulations and ordinances. Violations or delays resulting from the Contractor's failure to comply with environmental laws, regulations, and ordinances shall not affect the approved performance schedule. Where laws, regulations, and/or regulations differ, the most stringent shall apply.

B. Labeling Hazardous Materials - The Contractor shall ensure that all hazardous materials delivered to or transported by it onto the Campus are properly labeled in accordance with Federal regulation 29CFR1910.1200.

12. Quality Assurance - The Contractor shall meet identified performance standards as listed in the Table below. The Government will assure compliance with the identified standards as noted in the Table.

Requirement Performance Objective	**Method of Surveillance**	**Acceptable Quality Level (AQL)**	**Incentives/Disincentives for Meeting or Not Meeting the Performance Standards**
Contractor Replies in timely manner to all Request for Quotes	Verification by Government	100% Compliance	Withhold RFQs
Contractor deliveries quality	Verification by Government	100% Compliance	Withhold RFQs

products that meet Call specifications			
Contractor delivers products by delivery date to meet call specifications	Verification by Government	100% Compliance	Withhold RFQs
Contractor invoices are accurate and timely	Verification by Government	100% Compliance	Withhold RFQs

13. INSPECTION AND CALL COMPLETION -- This agreement is subject to routine Government inspections throughout the performance of contractor work and a final Government inspection upon completion of each job.

A. Inspections -- Routine inspections by the Technical Point of Contact/Customer will be performed to help ensure continuous quality assurance and more quickly identify defects.

B. Job Completion -- Upon delivery of the supplies in each BPA Call, the Government will make a final inspection to confirm that:

(1) Required supplies have been delivered and complies with the BPA Call.

(2) There are no Defects, and any defects have been corrected.

14. BPA CALL SUBMITTALS --This agreement may require specifications and submittals of spec sheets to ensure proposed supplies meet the Government requirement.

Contractor shall submit the following to the TPOC/COR.

A. Technical Submittals for Government Approval:

(1) If the contractor proposes to provide an "equal" product to a product specified in the PWS, the "equal" product specifications must be submitted for approval with their RFP. Only products meeting or exceeding the specifications for the listed product can be approved for this agreement. Once an "equal" has been approved, no substitutions by the contractor will be allowed.

(2) Product Data: Copies of written product data describing materials not provided by the Government but specifically listed in the BPA Call. No substitutions by the contractor will be allowed once materials have been approved.

(3) Material Safety Data Sheets (MSDS): MSDS sheets for cleaners or lubrication or any other materials intended for use on this agreement. No substitutions by the contractor will be allowed once materials have been approved.

15.0 ADMINISTRATIVE DATA AND CALL ORDER THRESHOLDS

15.1 General Ordering Authority

The establishment of these Master Blanket Purchase Agreements (BPAs) does not obligate any Government funds. The Government shall be obligated only to the extent of authorized purchases actually made via a properly executed BPA Call order. All subsequent orders or calls placed against these agreements will be awarded on a Firm-Fixed-Price (FFP) basis. Actual purchases will be made via properly executed BPA Call orders, which will be initiated at the time supplies are needed by authorized representatives of the Government.

15.2 Authorized Placement Thresholds

All purchases and calls placed against these Master Blanket Purchase Agreements shall be executed in accordance with the following delegated thresholds and procedures:

- A. Government Purchase Card (GPC) / Micro-Purchase Calls (Up to 10,000) Appointed GPC Cardholders (MicroPurchase Contracting Officers) in good standing are authorized to place individual call orders against this BPA for supplies up to the statutory supply MicroPurchase Threshold of 10,000 (RFO FAR 2.101), or up to their specific Agency/Organization Program Coordinator (A/OPC) delegated single purchase authority limit, whichever is lower. A cardholder shall not place a call order that exceeds their specifically delegated GPC single-purchase authority.

- B. BPA Procurement Authorization (Up to 25,000) In accordance with active RFO FAR Part12 (Simplified Procedures for Commercial Products) and conformed USACE administrative policies, the Contracting Officer may delegate written purchasing authority to specifically

designated, nonwarranted program or project personnel (e.g., DPW Technical Representatives). Individuals holding a valid, written "BPA Procurement Authorization" are authorized to place individual call orders against this BPA up to a maximum single transaction limit of $25,000. All delegated purchases must be made in strict accordance with the terms, conditions, and pricing schedule of this agreement.

- C. Warranted Contracting Officer Calls (Over $25,000 up to $250,000) Only a warranted Contracting Officer is authorized to initiate, complete, and execute a BPA Call order exceeding $25,000. All calls exceeding $25,000 require a complete Procurement Action Request (PAR) package submitted to the ERDC Contracting Office (ECO) for formal processing and award. No individual BPA Call order placed under this agreement shall exceed $250,000.

- D. Split Purchases Prohibited In accordance with RFO FAR 13.003(c), the Contractor shall not split or break down requirements into multiple lower-value call orders to bypass the GPC, BPA Procurement Authorization, or warranted Contracting Officer thresholds.

15.3 Delivery Ticket and Documentation Requirements

All BPA call orders must be supported by a delivery ticket or sales slip. The Contractor shall ensure that all delivery documentation accompanies each shipment and contains the following information at a minimum:

1. Name of supplier (Contractor).
2. Master BPA number and individual BPA Call number.
3. Date of order and date of delivery.
4. BPA Call number and/or PR&C / Requisition number.
5. Itemized list of supplies delivered (matching conformed Part Numbers).
6. Quantity, unit price, and extended price of each item, less applicable discounts.
7. Signature of the receiving Government official (Technical Point of Contact) at the destination dock.

16. INVOICE INSTRUCTIONS AND ELECTRONIC BILLING (WAWF)

Invoices shall be submitted and processed for each individual delivery of supplies in accordance with active commercial procurement procedures and DoD electronic billing mandates.

A. Proper Invoice Requirements

In accordance with active RFO FAR 52.212-4(g) (Invoice), a "proper invoice" must be submitted electronically and must include the following information at a minimum:

(1) Name and address of the Contractor.

(2) Invoice date and invoice number (Contractors should date invoices as close as possible to the date of mailing or transmission).

(3) Contract number, Blanket Purchase Agreement (BPA) number, and individual BPA Call number.

(4) Description, quantity, unit of measure, unit price, and extended price of the supplies delivered, matching the approved BPA Pricing Schedule (Attachment 01).

(5) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).

(6) Name and address of Contractor official to whom payment is to be sent (must match the Contractor's active registration in the System for Award Management (SAM)).

(7) Name, title, phone number, and mailing address of person to notify in the event of a defective invoice.

(8) Taxpayer Identification Number (TIN) and Electronic Funds Transfer (EFT) banking information (must align with SAM registration).

B. Mandatory Electronic Submission via WAWF

In accordance with DFARS 252.232-7003 (Electronic Submission of Payment Requests and Receiving Reports), the Contractor shall submit all payment requests and receiving reports electronically through the Wide Area Workflow (WAWF) portal of the Procurement Integrated Enterprise Environment (PIEE) (https://piee.eb.mil). Emailed, faxed, or paper invoices will not be accepted and will be returned as non-compliant.

C. WAWF Routing and Document Configuration

The Contractor shall utilize the "Invoice and Receiving Report" (Combo) document type when submitting billing in WAWF.

The following routing codes (DoDAACs) must be utilized to configure and route the electronic documents correctly within the system:

Document Type: Invoice and Receiving Report (Combo)

Issue By DoDAAC: W912HZ (ERDC Contracting Office)

Admin DoDAAC: W912HZ (ERDC Contracting Office)

Inspect By DoDAAC: W9132V (DPW Logistics / Technical Point of Contact)

Ship To / Service Acceptor DoDAAC: W9132V (DPW Logistics / Technical Point of Contact)

Pay DoDAAC: W912HQ (USACE Finance Center, Millington, TN)

D. Courtesy Notification

To facilitate rapid 3-way matching and prevent payment delays, the Contractor shall email a courtesy copy of the WAWF-submitted invoice and the signed receiving/delivery ticket to the ordering official and the designated Technical Point of Contact (TPOC) immediately following submission in WAWF.

SECTION L: PROPOSAL, PREPARATION AND SUBMISSION TO INSTRUCTORS

1. INTRODUCTION:

The U.S. Army Corps of Engineers, Engineering Research and Development Center (ERDC) Contracting Office (ECO), is issuing this commercial solicitation under the Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) framework. The objective is to establish a pool of multiple-award Master Blanket Purchase Agreements (BPAs) for the supply and delivery of high-quality plastic commodities (including PVC, HDPE, Acrylic sheets, rods, tubes, and related polymers) to various ERDC facility locations.

a. Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should an offeror find discrepancies in or omissions from the specifications, other documents, or should he or she be in doubt as to their meaning, the offeror should notify the Contracting Officer at once and obtain clarification prior to submitting their offer.

b. Offeror's Responsibility. It is the offeror's responsibility to ensure the completeness and accuracy of their proposal. Corrections will not be made by the Government.

c. Offerors are required to have an active System for Award Management (SAM) registration, with no active exclusions. Representation and certifications should be completed by the proposal due date to avoid any unnecessary delays in contract award.

d. Proposals shall be submitted via email with the subject line reading **ERDC PLASTICS BPA RFP to: ethel.d.grant@usace.army.mil**. Only electronic submissions will be accepted.

All questions concerning this solicitation must be submitted to the Government via email to ethel.d.grant@usace.army.mil.

The Government will accept questions up to ten (10) calendar days of the due date.

2. PROPOSAL PREPARATION INSTRUCTIONS

A. Proposal Submission Layout

The offeror's proposal shall be submitted in three (3) separate and distinct volumes as outlined below. All templates and schedules must be completed in full.

Volume	**Evaluation Factor**	**Description**	**Page Limits**
Volume I	Factor 1: Technical	Section 1: Corporate Capacity Section 2: Key Personnel Section 3: Geographic Capability Statement	80 Pages Total (excluding resumes and licensing) *Section 1*: Max 30 pages *Section 2*: Max 20 pages *Section 3*: Max 30 pages
Volume II	Factor 2: Past Performance	Section 1: Relevant Experience Narrative Section 2: Past Performance Questionnaires (PPQs)	20 Pages (excluding PPQs and CPARS reports)
Volume III	Factor 3: Price	Section 1: Completed Standard Form	No Page Limit

		(SF) 1449 (Blocks 17, 30a, 30b, 30c) Section 2: Completed Pricing Schedule (Attachment 01)	

B. VOLUME I - FACTOR 1: TECHNICAL PROPOSAL (Page Limit: 80 Pages)

Offerors shall organize Volume I into the following three (3) sections:

Section 1: Corporate Capacity & Call Execution Plan: The offeror shall describe its corporate capacity and operational resources to successfully execute multiple concurrent BPA Call orders. The narrative must include:

1. Blanket Purchase Agreement Call Execution Plan: The standard operating procedures (SOPs) from the receipt of a BPA Call Request for Quote (RFQ), through inventory sourcing, quality control, packaging, and final delivery of supplies.

2. Relevant Experience: A description of the company's history and capacity to handle requirements of similar size, scope, and complexity (e.g., procurement of laminated plastics, sheets, rods, and tubes).

Section 2: Key Personnel

The offeror shall identify and provide resumes for the following designated Key Personnel who will manage this agreement:

1.Chief Executive Officer (CEO) / President: Demonstrate experience in overall corporate management and contract oversight.

2.Procurement Specialist: Demonstrate experience in sourcing, purchasing, and supply-chain management for plastics and industrial commodities.

Section 3: Geographic Capability Statement (MANDATORY GATEWAY CRITERION)

In accordance with Section M, Paragraph II, to be considered acceptable for award, the offeror must affirmatively demonstrate its capability to fulfill calls and deliver plastic supplies to each of the nine (9) ERDC facility locations listed below.

The offeror shall submit a comprehensive Geographic Capability Statement that includes:

1. Logistical Strategy: A detailed description of the distribution, freight, and shipping methods (e.g., standard freight, overnight delivery, or specialized commercial carriers) to be utilized for each of the nine (9) locations.

2. Affirmative Delivery Commitment: Explicit, written confirmation that the offeror has the logistical capacity and commitment to deliver to all nine (9) sites, including remote locations such as Fox and Fairbanks, Alaska.

3. Location List:

- US Army Engineer Research and Development Center (ERDC), Vicksburg, MS
- Cold Regions Research and Development Laboratory (CRREL), Hanover, NH
- Construction Engineering and Research Laboratory (CERL), Champaign, IL
- Geospatial Research Laboratory (GRL), Alexandria, VA
- Coastal and Hydraulics Laboratory Field Research Facility (FRF), Duck, NC
- Lewisville Aquatic Ecosystem Research Facility (LAERF), Lewisville, TX
- USACE Reach-back Operations Center (UROC), Mobile, AL
- Permafrost Tunnel Research Facility, Fox, AK
- Permafrost Experiment Station, Fairbanks, AK

Failure to provide a Geographic Capability Statement addressing all nine (9) locations will result in the proposal being determined technically unacceptable and excluded from further evaluation and award.

C. VOLUME II - FACTOR 2: PAST PERFORMANCE (Page Limit: 20 Pages)

1.0 GENERAL INSTRUCTIONS

The offeror shall submit a Past Performance volume that demonstrates its historical capability to perform contracts/orders of similar size, scope, and complexity to the required plastic supplies.

- Recent Contracts: Defined as contracts or individual orders (e.g., BPA calls, delivery orders) that are currently active or were completed within the last three (3) years from the issue date of this solicitation.

- Relevant Contracts: Defined as contracts or orders for the manufacturing, supply, or commercial delivery of industrial plastic commodities--specifically including PVC, High-Density Polyethylene (HDPE), Acrylic sheets/rods/tubes, or related polymers--of similar volume and logistics complexity.

SECTION 1: RELEVANT EXPERIENCE NARRATIVE (Up to Three References)

The Government plans to award around 3-5 Blanket Purchase Agreements based on the evaluation factors listed in this document

The offeror shall provide a narrative summary for no more than three (3) recent and relevant contracts/orders performed for federal, state, local government, or commercial customers. For each project reference, the offeror must submit the following information in a structured format:

1. Administrative Details:
   - Customer/Agency Name
   - Prime Contractor Name (if subcontracted, explain the relationship and specific role)
   - Contract/Order Number
   - Base Contract Number (if applicable, e.g., for Task Orders or GPC purchases)
   - Contract Type (e.g., Firm-Fixed-Price, BPA Call)

2. Financial and Schedule Details:

   - Name, Title, and Organization of the Technical Point of Contact (POC) or Contracting Officer (CO)
   - Original Award Date and Actual Completion Date (or current status)
   - Average Monthly/Annual Ordering Volume (number of calls or shipments)

3. Point of Contact (POC)

   - Name, Title, and Organization of the Technical Point of Contact (TPOC) or
   - Current Email Adress
   - Current Telephone Number

4. Scope and Relevance Narrative:

- A detailed description of the plastic materials supplied (e.g., quantities, materials, custom dimensions).
- A description of the delivery and logistical challenges managed, including how multi-site distribution and delivery schedules were successfully met.
- A discussion of any quality control measures utilized to prevent material defects.

3.0 SECTION 2: PAST PERFORMANCE QUESTIONNAIRES (PPQs) AND CPARS REPORTS

To verify the performance of the submitted references, the offeror shall use one or both of the following verification methods:

A. Contractor Performance Assessment Reporting System (CPARS)

- If a completed CPARS evaluation is available for a submitted project reference, the offeror shall include the official CPARS Evaluation Report in PDF format as an attachment to Volume II.

- Official CPARS reports are highly preferred and do not count toward the 20-page Volume II page limitation.

B. Past Performance Questionnaires (PPQs) (Attachment 02)

- If a CPARS report is not available for a project reference, the offeror must send the Past Performance Questionnaire (PPQ) Template (Attachment 02) to the customer's Contracting Officer (CO) or Technical Representative.

- The customer reference must complete the PPQ and email it directly to the ERDC Contracting Office at Ethel.D.Grant@usace.army.mil prior to the solicitation closing date and time.

- PPQs submitted directly by the offeror rather than the customer reference will not be considered, unless the offeror provides a previously completed PPQ signed by an authorized government official.
- The offeror must list all sent PPQs in Volume II, noting the project name, customer POC, and date sent to the customer for completion

4.0 EVALUATION OF OFFERORS WITH NO PAST PERFORMANCE RECORD

In accordance with RFO FAR 15.305(a)(2)(iv), offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance. In these instances, the offeror will receive a "Neutral" rating and must affirmatively state in Volume II that they possess no relevant historical past performance.

D. VOLUME III - FACTOR 3: PRICE QUOTE (No Page Limit)

The offeror shall submit the following pricing documentation:

1. Standard Form 1449 (SF1449): The offeror must submit a signed and completed SF1449 (page 1 of this solicitation), with Blocks 17, 30a, 30b, and 30c filled in.
2. Pricing Schedule (Attachment 01): The offeror must complete the Excel spreadsheet titled "Attachment 01 - BPA Pricing Schedule" by inputting their proposed Unit Prices for all listed items. Offerors shall not modify the description or part numbers.
3. Unit of Measure Compliance: Offerors must ensure that their proposed unit prices match the pre-populated Units of Measure (e.g., "FT" for rods/tubes, "Each" for sheets) specified in Attachment 01.

SECTION M: EVALUATION FACTORS FOR ESTABLISHING BPAs

1.0 OVERVIEW

The Government will evaluate the quote in accordance with the evaluation factors stated in this solicitation. The evaluation factors in this solicitation are described herein using the evaluation rating systems outlined for selection procedures.

2.0 BASIS OF ESTABLISHING BPAs

In accordance with the Class Deviation - Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 12, Defense FAR Supplement (DFARS) Part 212 (2026-O0028) this requirement will follow the simplified procedures associated with the acquisition of commercial products and commercial services. The Government will consider suppliers whose past performance has shown them to be dependable, who offer quality supplies or services at consistently lower prices, and who have provided numerous purchases at or below the simplified acquisition threshold. BPAs will be established with offerors the Government determines will be able to accomplish the necessary work in the manner most advantageous to the Government and whose offers represents the best value to the

Government, after considering all factors, including evaluated cost. Best value tradeoff means the expected outcome of an acquisition that, in the Government's evaluation, provides the greatest overall best value in response to the requirement. BPAs will be established based on the overall best value quotations determined to be the most beneficial to the Government. BPAs will not be established with any contractor unless the contractor's combined technical rating is acceptable or higher. The Government plans to award around 3-5 Blanket Purchase Agreements based on the evaluation factors listed in this document. Quotes will be evaluated utilizing the following evaluation procedures and factors:

EVALUATION PROCUEDURES:

Factor I - Technical and Factor II - Past Performance are of equal importance and when combined are significantly more important than Factor III - Price.

The Government intends to select multiple contractors for establishing BPAs for this effort. For the purpose of establishing BPAs, the government shall evaluate offers based on the evaluation factors described below:

3.0 Evaluation Factors

Factor	Location	Description
FACTOR 1	VOLUME 1	Technical - Offerors shall c
FACTOR 2	VOLUME 2	Past Performance - Offero
FACTOR 3	VOLUME 3	Standard Form 1449 and p

The following factors shall be used to evaluate offers:

I. FACTOR 1 - Technical Capability

The Offeror must submit evidence of its capability as specified in this solicitation. Contractors will be evaluated on the following.

Factor 1 - Subfactor 1: Corporate Capacity:

The Offeror's Corporate capacity will be evaluated on the offeror's demonstrated ability to execute BPA requirements. Corporate capacity shall be proven through providing the Blanket Purchase Call Execution Plan which shall include the standard operating procedures for BPA Call request for quotes through final delivery of supplies. Contractor shall also provide Relevant Experience for requirements similar in size and scope as this requirement. Contractors that demonstrate relevant experience and capacity to execute BPA requirements will be judged more favorably.

Factor 1 - Subfactor 2: Key Personnel

a. Chief Executive Officer/President: Experience managing a company and providing quality supplies, meeting delivery requirements, and history of responsiveness for numerous purchases at or below the simplified acquisition threshold similar in size and scope to this requirement.

b. Procurement Specialist: Experience purchasing quality supplies, meeting delivery requirements, and history of responsiveness for numerous purchases at or below the simplified acquisition threshold similar in size and scope to this requirement. Contractors that demonstrate they can provide personnel experienced with BPA requirements will be evaluated more favorably.

FACTOR 1 TECHNICAL CAPABILITY RATING SYSTEM AND DEFINITIONS

Technical Factors Rating. The rating for Technical will be expressed as an adjectival assessment of Outstanding, Good, Acceptable, Marginal, or Unacceptable. The adjectival ratings will be evaluated utilizing the following adjectival rating methodology:

TABLE 1 - COMBINED TECHNICAL/RISK RATINGS		
Color	Rating	Description
Blue	Outstanding	Quote meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Quote meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.

Green	Acceptable	Quote meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Quote does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The quote has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Quote does not meet requirements and contains one or more deficiencies. Quote is unawardable.

II. Factor 2 - Past Performance

To demonstrate past performance, the Offeror shall provide past performance that has shown them to be dependable, offer quality supplies at consistently lower prices, and who have provided numerous purchases at or below the simplified acquisition threshold. These must have been completed within five (5) years from the date of this solicitation, include references, with names and contact information of the references who can verify such past performance.

New Corporate Entities -- New corporate entities may submit data on prior relevant and recent contracts (within the last 3 calendar years) involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Past performance information on work for state and local governments, private sector clients, and subcontractors that are similar to the Government requirement will be evaluated equally with similar federal contracts. Offeror may submit information on key personnel, major subcontractors, and work performed as part of a team or joint venture and other previous reincarnation of its current organization.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the

Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

a. Past Performance Evaluation. There are two aspects to the past performance evaluation. The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired. In establishing what is relevant for the acquisition, consideration should be given to those aspects of an offeror's contract history that would give the greatest ability to measure whether the offeror will satisfy the current requirement.

b. The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance; rather, the past performance evaluation process gathers information from customers on how well the offeror performed on those past contracts.

The Government's assessment will focus on contracts that meet the following conditions:

Recency. Only contracts completed within five (5) years from the date of this solicitation will be considered.

Relevancy. Only contracts which were/are relevant in size and scope of work will be considered.

The Government will examine the Offeror's record of satisfying customer requirements, including consideration of the Offeror's:

1. Technical performance, including technical performance, staffing, subcontractor management, quality control, safety, and commitment to customer satisfaction as evidenced by reasonable and cooperative behavior.

2. Cost Controls. Record of containing and forecasting costs on previously performed contracts.

3. Schedule. Record of adherence to contractual schedules.

The Government will use data provided in the Offeror's quote and data obtained from other sources. The Offeror is cautioned that while the Government will consider data from other sources, the burden of demonstrating satisfactory past performance rests with the Offeror. In the case of an Offeror without a record of recent and/or relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance, providing the Offeror supplies a certified statement with their offer that no past performance information is available.

Past Performance Relevancy Ratings. Relevancy is not a separate factor but a component of the overall Past Performance assessment.

Past Performance Relevancy Ratings:	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same sc
Relevant	Present/past performance effort involved similar scope and magn
Somewhat Relevant	Present/past performance effort involved some of the scope and
Not Relevant	Present/past performance effort involved little or none of the scop

Performance Confidence Factor Rating Definitions. A rating of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence or Unknown Confidence (as defined below) will be assigned to the Past Performance Evaluation. The Past Performance Confidence ratings will be evaluated utilizing the following adjectival rating methodology:

Performance Confidence Assessments:	
Rating	Definition
Substantial Confidence	Based on the offeror's recent/relevant performance record, the perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the successfully perform the required effort.

Limited Confidence	Based on the offeror's recent/relevant performance record, the perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available, or the offer assessment rating can be reasonably assigned.

III. FACTOR 3 - Price

The contractor shall submit a completed Standard Form 1449 and pricing schedule (Reference Attachment 01). Each unit cost will be evaluated to determine price reasonableness for each item and for the overall quotation.

It is incumbent upon the offeror to submit sufficient information for the Government to determine technical capability and price. Failure to submit sufficient information will cause rejection of the entire quotation.

To be considered acceptable for award, an offer must demonstrate the offeror's capability for meeting calls at each location listed in the Solicitation, Continuation of Description, section 6.0 Location and Descriptions of Facilities. Offers that do not affirmatively demonstrate capability for meeting calls at each location will not be considered acceptable.

By submission of an offer pursuant to this solicitation, the Offeror agrees that the capability presented in the quotation becomes a contract requirement upon establishment of BPAs. No changes, substitutions, or deviations from the accepted quotation may be made without the approval of the Contracting Officer. You, as the Offeror, agree that the explicit capability presented in your quotation shall be provided under this contract at the stated price.

*** END OF NARRATIVE ***

Requirements

Specification ERDC DPW has a requirement to establish Master Blanket Purchase Agreements (BPAs) for plastic supplies. The Contractor shall furnish all management, materials, supplies, and transportation to deliver all requirements specified in each BPA call. Award of BPA calls will only be made to contractors included in the BPA pool. The supplies include but are not limited to: Material types - PVC, High Density Polyethylene, Acrylic, Plexiglass, Polycarbonate, Polystyrene, Nylon, Cell Cat, Extruded, Natural Acetal, Acrylonitrile Butadiene Styrene, Fiberglass, etc.

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		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.222-54	Employment Eligibility Verification. (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
52.232-36	Payment by Third Party. (Deviation 2026-O0038)	2026-02
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		
252.204-7018	Prohibition on the Acquisition of	2023-01		

	Covered Defense Telecommunications Equipment or Services.	
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7001	Buy American and Balance of Payments Program.	2024-02
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card.	2018-05
252.232-7010	Levies on Contract Payments.	2006-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

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.

____

(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.

[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	W912HQ
Issue By DoDAAC	W912HZ
Admin DoDAAC	W912HZ
Inspect By DoDAAC	See Individual BPA Call Order
Ship To Code	See Individual BPA Call Order
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	See Individual BPA Call Order
Service Acceptor (DoDAAC)	See Individual BPA Call Order
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)

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		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.226-7	Drug-Free Workplace.	2024-05		
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
252.201-7000	Contracting Officer's Representative.	1991-12		
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.252-2	Clauses Incorporated by Reference.	1998-02		

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 ____ ____[Insert one or more Internet addresses]

(End of clause)

List of Contract Documents, Exhibits, or Attachments

*** END OF NARRATIVE ***

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Attachment 01 BPA Pr icing Sche dule for P lastic Sup plies 05 M ay 2026	Pricing Schedule		06 May 2026		3	Attachment	No
0002	Attachment 02 Past P erformance Questionn aire	Past Performance Questionnaire		06 May 2026			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		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (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		
252.204-7024	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		

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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 [X] 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)

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)	2026-02		

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

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

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price /approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

Technical Capability

Past Performance

Price

____

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

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

(End of provision)

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 [X] 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)