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
			W912PB26QA087	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	PASHUN TAPPIN	0049611143546	16 JUL 2026 10:00 AM

9. ISSUED BY CODE W912PB

0409 AQ HQ CONTRACT
KO DIRECTORATE OF CONTRACTING, UNIT 28130
APO, AE 09114
UNITED STATES
PASHUN TAPPIN, EMAIL: PASHUN.J.TAPPIN.MIL@ARMY.MIL TELEPHONE: 0049611143546

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % 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): 314999

SIZE STANDARD:

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: 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: Firefighter Turnout Gear

Product Service Code : 8415

CONTRACT SPECIALIST:

SSG Tappin, Pashun

Telephone: DSN 314-526-8717 / (09641-70-526-8717)

E-mail: pashun.j.tappin.mil@army.mil

CONTRACTING OFFICER:

SFC Fowler, Michael

Phone: DSN 314-526-8770 / 09641-70-526-8770

Email: michael.t.fowler21.mil@army.mil

Short Description of Requirement: Firefighter Turnout Gear Coats / Pants

Time Of Delivery: 90 days after contract award date

Delivery Address: USAG BAVARIA, Fire Department Grafenwoehr Bldg. 521 Tower Barracks, Grafenwoehr, Germany, 92655

*** END OF NARRATIVE ***

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Structural Firefighter Turnout Coat End-Item Description: TURNOUT COAT Product Service Code: 8415 North American Industry Classification System (NAICS): 314999 Pricing Arrangement: Firm Fixed Price	182	Each		
0002	Structural Firefighter Turnout Pants End-Item Description: TURNOUT PANTS Product Service Code: 8415 Pricing Arrangement: Firm Fixed Price	182	Each		

Continuation of Description

Requirements

Firefighter Turnout Gear General Requirement Coats / Pants

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Delivery Address: USAG BAVARIA, Fire Department Grafenwoehr Bldg. 521 Tower Barracks 92655 Grafenwoehr DoDAAC: W91FGC CountryCode: USA W6BD USA INSTLLATION MGT CMD 2405 GUN SHED ROAD, BUILDING 2261 ROOM 1701 JBSA FT SAM HOUSTON, TX 78234-0000 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: Delivery Address: USAG BAVARIA, Fire Department Grafenwoehr Bldg. 521 Tower Barracks 92655 Grafenwoehr DoDAAC: W91FGC CountryCode: USA W6BD USA INSTLLATION MGT CMD 2405 GUN SHED ROAD, BUILDING 2261 ROOM 1701 JBSA FT SAM HOUSTON, TX 78234-0000 UNITED STATES

Continuation of Deliveries or Performance

0001	**Delivery Schedule** From date of lead time event to delivery 90 Calendar Days Date of Award **Quantity** 182 Each **Address and POC** Ship To DoDAAC: W91FGC CountryCode: USA W6BD USA INSTLLATION MGT CMD 2405 GUN SHED ROAD, BUILDING 2261 ROOM 1701 JBSA FT SAM HOUSTON, TX 78234-0000 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0002	**Delivery Schedule** From date of lead time event to delivery 90 Calendar Days Date of Award **Quantity** 182 Each **Address and POC** Ship To DoDAAC: W91FGC CountryCode: USA W6BD USA INSTLLATION MGT CMD

	2405 GUN SHED ROAD, BUILDING 2261 ROOM 1701 JBSA FT SAM HOUSTON, TX 78234-0000 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-	2026-02		

	Commercial Products and Commercial Services. (Deviation 2026-O0038)	
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
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	2011-09		

	Officials.	
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
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2023-01
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11
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
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.246-7008	Sources of Electronic Parts.	2023-01
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
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

(a) Definitions. As used in this clause-

"Covered defense telecommunications equipment or services" means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Covered foreign country" means-

(1) The People's Republic of China; or

(2) The Russian Federation.

"Covered missions" means-

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

"Critical technology" means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government 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 the covered defense

telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor 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) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at https://dibnet.dod.mil the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

252.211-7003	Item Unique Identification and Valuation.	2023-01

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all

other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(If items are identified in the Schedule, insert "See Schedule in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as

specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U. S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States.	2015-06

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. " United States ," as used in this clause, means, the 50 States, the District of Columbia , and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from ____(Contracting Officer to insert applicable information cited in PGI 225.372-1 (DFARS /PGI view)).

(End of clause)

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.

[**XX**] Invoice and Receiving Report (COMBO) (Supplies)

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

[ ] Invoice as 2 in 1 (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	____
Issue By DoDAAC	W912PB
Admin DoDAAC	W912PB
Inspect By DoDAAC	____
Ship To Code	____
Accept at Other DoDAAC	____

(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.

To be provided at time of award

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

(End of clause)

Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

Paragraph (a) Inspection/Acceptance: Inspection and acceptance will be performed at the address, shown elsewhere in this Contract.

Paragraph (b) Assignment is replaced by DFARS 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS).

INSTALLATION CLEARANCE REQUIREMENTS

a. Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

b. The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

c. The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

d. AE Regulation 190-16 (and AE Regulation 190-16-G German translation) can be found on the following website: https://www.aepubs.eur.army.mil/AE-Regulations/?smdsearch8659=AE%20Regulation%20190-16.

Addendum to block 18a "Payment will be made by" of Standard Form 1449:

NOTE TO CONTRACTORS:

Contractors are required to submit their invoices through Wide Area Workflow (WAWF).

Payment inquiries can be submitted to dfas.rheinland-pfalz.jht.mbx.dgk-vendorpay@mail.mil.

Payment status can be viewed within WAWF (PIEE).

5152.233-4002 AMC-LEVEL PROTEST PROGRAM (June 2016)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office 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 AMC protest decision goal is to resolve protests within 45 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

Protest to HQAMC shall be filed at:

Headquarters U.S. Army Materiel Command

Office of Command Counsel-Deputy Command Counsel

4400 Martin Road

Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840 or e-mail: usarmy.redstone.usamc.mbx.protests@army.mil

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command

Office of Command Counsel-Deputy Command Counsel

4400 Martin Road

Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

The AMC-level protest procedures are found at:

https://www.amc.army.mil/Connect/Legal-Resources/

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC Level Protest Procedures.

*** END OF NARRATIVE ***

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		
52.223-5	Pollution Prevention and Right-to-Know Information.	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		
52.246-1	Contractor Inspection Requirements.	1984-04		
52.247-34	F.o.b. Destination.	1991-01		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7009	Limitations on the Use or	2023-01		

	Disclosure of Third-Party Contractor Reported Cyber Incident Information.	
252.225-7041	Correspondence in English.	1997-06
252.225-7048	Export-Controlled Items.	2013-06
252.232-7008	Assignment of Claims (Overseas).	1997-06
252.233-7001	Choice of Law (Overseas).	1997-06

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):

https://www.acquisition.gov/content/regulations

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective

					Date
252.229-7001	Tax Relief. (Alternate I)	2020-04	Alternate I	2020-04	

Alternate I. As prescribed in 229.402-70(a) and (a)(2), use the following clause, which adds a paragraph (d) not included in the basic clause:

TAX RELIEF-ALTERNATE I (APR 2020)

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

NAME OF TAX: ____*[Offeror insert]*	RATE (PERCENTAGE): ____*[Offeror insert]*

There is a new way to submit VAT Forms through WAWF!

DFAS Europe has transitioned the Value Added Tax (VAT) form to a fully electronic process using myInvoice. This change will allow all vendors the ability to download completed VAT forms immediately for any paid invoice.

Paper VAT forms will no longer be accepted.

A new tutorial on YouTube is demonstrating how to retrieve your completed electronic VAT. This video has both English and German captions, which can be accessed by turning on the video captions (click the three dots in the corner of the video, then select "Captions" and pick the appropriate language). The video tutorial is located here: https://www.youtube.com/watch?v=6XCjhhakvUU

All vendors will first need to register for Wide-Area Workflow (WAWF) via the Procurement Integrated Enterprise Environment (PIEE). The user role will be Vendor or Vendor (View Only). Once you have an active role in WAWF, you will also have access to myInvoice. Please use the below links for assistance in registering and using these systems.

Vendor Registration in PIEE: https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview/vendorRegister.xhtml

Getting Started in myInvoice (Online Training): https://pieetraining.eb.mil/wbt/xhtml/wbt/minv/index.xhtml

MyInvoice Payment Status eTutorial in YouTube:

German Language: https://www.youtube.com/watch?v=wUfCFtFZepU

English Language: https://www. youtube.com/watch?v=sbYi85oRH5o

If you have any questions on this new process or need assistance, please contact DFAS by phone or email: Commercial 0631 411 6523 / DSN 314- 483-6523 dfas.rheinland-pfalz.jht.mbx. dgk-customerservice@army.mil

GERMAN:

DFAS Europe stellt den Prozess fur Abwicklungsscheine mit myInvoice auf voll elektronisch um. Diese Anderung ermoglicht es allen Firmen / Unternehmen, ausgefullte Abwicklungsscheine fur jede bezahlte Rechnung sofort herunterzuladen.

Abwicklungsscheine in Papierform werden nicht mehr akzeptiert.

DFAS hat auf YouTube ein neues Tutorial erstellt, das zeigt, wie Sie Ihre ausgefullten elektronischen Abwicklungsscheine abrufen konnen. Dieses Video enthalt sowohl englische als auch deutsche Untertitel, auf die Sie zugreifen konnen, indem Sie die Videotitel aktivieren (klicken Sie auf die drei Punkte in der Ecke des Videos, wahlen Sie dann Untertitel" und wahlen Sie die entsprechende Sprache aus). Das Video-Tutorial finden Sie hier: https://www.youtube. com/watch?v=6XCjhhakvUU

Alle Firmen / Unternehmen mussen sich zunachst uber die Procurement Integrated Enterprise Environment (PIEE) fur den Wide-Area Workflow (WAWF) registrieren. Die Benutzerrolle ist Anbieter (vendor) oder Anbieter (vendor/ nur Ansicht/View Only). Sobald Sie eine aktive Rolle in WAWF haben, haben Sie auch Zugriff auf myInvoice. Bitte verwenden Sie die folgenden Links, um Hilfe bei der Registrierung und Verwendung dieser Systeme zu erhalten.

Firmen Registrierung in PIEE: https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview /vendorRegister.xhtml

Erste Schritte in myInvoice (Online-Training): https://pieetraining.eb.mil/wbt /xhtml/wbt/minv /index.xhtml

MyInvoice Zahlungsstatus eTutorial in YouTube:

Auf Deutsch: https://www.youtube.com/watch? v=wUfCFtFZepU Auf Englisch: https://www. youtube.com/watch?v=sbYi85oRH5o

Wenn Sie Fragen zu diesem neuen Prozess haben oder Hilfe benotigen, kontaktieren Sie uns bitte per Telefon oder E-Mail: Commercial 0631 411 6523 / DSN 314-483-6523 dfas. rheinlandpfalz.jht.mbx.dgk-customerservice@army.mil

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

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

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

252.229-7014	Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements.	2022-10

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

(a) As the Contractor represented in its offer, any item, including any item delivered under subcontract; any service; or any combination thereof delivered under this contract is fully exempt from the 2-percent excise tax withholding imposed by 26 U.S.C. 5000C and implemented by Federal Acquisition Regulation (FAR) 52.229-12, Tax on Certain Foreign Procurements.

(b) If the full exemption no longer applies due to a change in circumstances during the

performance of the contract, causing the Contractor to become subject to the withholding for the 2-percent excise tax as imposed by 26 U.S.C. 5000C, then the Contractor shall immediately comply with the notification and billing requirements of FAR clause 52.229-12.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Attachment 1 - Purchase Description Firefighter Gear

*** END OF NARRATIVE ***

Solicitation Provisions

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

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

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

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

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

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	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 [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03

NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023)

(a) Definitions. As used in this provision-

"Item risk" means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

"Price risk" means a measure of whether a proposed price for a product or service is consistent

with historical prices paid for that item or service.

"Supplier risk" means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at https://piee.eb.mil/, will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.

(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at https://www.sprs.csd.disa.mil/reference.htm. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf.

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

(End of provision)

252.215-7008 Only One Offer. 2022-12

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price

reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

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

This addendum tailors and supplements the standard instructions in FAR 52.212-1. Where there is a conflict, this addendum takes precedence.

Section 1: General Information and Submission Instructions

(a) Basis for Solicitation: This is a solicitation for a commercial product prepared in accordance with the procedures of FAR Part 12, as amended by the FAR Overhaul deviation guidance. This announcement constitutes as the only solicitation; a separate written solicitation will not be issued. Award will be made without discussions.

(b) Method of Submission: Quotes must be submitted via email to all points of contact listed below. Hard-copy or faxed submissions are not authorized.

Contract Specialist: pashun.j.tappin.mil@army.mil

Contracting Officer: michael.t.fowler21.mil@army.mil

(c) Email Submission Requirements:

- Subject Line: Must be "Submission of Quote W912PB26QA087".
- Format: All documents shall be in PDF format.
- Language: All correspondence and quote documents must be in English.
- Size Limit: Each email, including all attachments, must not exceed 10 MB. Offerors may send multiple emails if necessary (e.g., "Email 1 of 3").

(d) Inquiries: All questions regarding this solicitation must be submitted in writing via email to the addresses listed above. To ensure a timely response, please submit all questions no later than five (5) working days after the solicitation is issued.

Section 2: Quote Content and Required Documentation

Offerors shall provide the following documents. Failure to submit all mandatory items may result in the quote being considered unresponsive and ineligible for award.

1. SF 1449, Solicitation/Contract/Order Form: Signed and completed, including blocks 12, 17a (with CAGE code), 30a, 30b, and 30c. The offeror must acknowledge all issued amendments if applicable.

2. Price Quote: A complete price schedule for all CLINs. Prices shall be FOB Destination (Germany), exclusive of taxes, and shall be firm-fixed-price.

3. Technical Submission: This shall include:

- Technical documentation or manufacturer specifications demonstrating that the proposed product meets or exceeds all minimum requirements of the Purchase Description (Attachment 1).

4. Manufacturer's Confirmation Letter: A signed, certified letter on the end manufacturer's official letterhead that explicitly confirms a firm order can be placed by the offeror for the equipment; and that the specific equipment configuration ordered for this contract meets all requirements of the Purchase Description (Attachment 1).

5. Delivery Schedule:

- Proposed Delivery Schedule: Quoter shall complete the following statement below:

The proposed equipment will be delivered within _____ calendar days after contract award (FILL IN).

6. SAM Registration (SAM.gov)

7. Representations and Certifications: Completed copies of the following provisions:

- DFARS 252.204-7016 and 252.204-7017.

8. Completed Tax Documents:

- A completed IRS Form W-14. Failure to submit will result in a 2% excise tax withholding on all payments. Form and instructions located here: https://www.irs.gov/forms-pubs/about-form-w-14

- DFARS 252.229-7001 (Alt I), Tax Relief (for Germany).

9. For offeror reference, nationals of the following countries with qualified income tax treaties are typically exempt from the 2% excise tax when a valid W-14 is submitted:

Austria, Bangladesh, Belgium, Bulgaria, Canada, Czech Republic, Denmark, Estonia, Finland,

Germany, Hungary, Iceland, Italy, Jamaica, Japan, Latvia, Lithuania, Luxembourg, Malta, Mexico,

Netherlands, Portugal, Slovak Republic, Slovenia, South Africa, Spain, Sri Lanka, Sweden,

Switzerland, Turkey, United Kingdom, and Venezuela.

Section 3: Amendments to Specific Paragraphs of FAR 52.212-1

Paragraph (a) - North American Industry Classification System (NAICS) code and small business size standard. This provision is amended to read: Small business size standard does not apply to this solicitation.

Paragraph (b) - A single contract will be awarded on an all or none basis. Any exceptions made to any of the items and conditions of the offer must be stated in a separate letter of transmittal that is to accompany the offer. The person signing the proposal must initial any erasures, cross outs or changes made. All information should be typed or neatly in ink. Exceptions, as offered, if accepted by the Government, become part of the contract.

Paragraph (c) - Period for Acceptance of Offers is changed to read: The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

Paragraph (f) Late submissions, modifications, revisions, and withdrawals of offers.

Paragraph (f)(1) of this provision is amended to read: Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation (See Blocks 8 & 9 on page 1). "Local Time" means Central European Time (or Central European Summer Time, as appropriate).

Paragraph (h) - Multiple awards: Only one contract award will be made.

Paragraph (i) - Availability of Requirements document cited does not apply to this solicitation.

*** END OF NARRATIVE ***

*** 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)	2026-02		

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

(a) Evaluation factors.

The Government will award a contract resulting from this solicitation to the responsible offeror whose quote conforms to the solicitation. The Government will award a contract resulting from this solicitation based on a Lowest Price Technically Acceptable (LPTA) basis considering price to offeror compliant with the requirements in 52.212-1(b)(4) and technical factors.

The evaluation will use the following factors:

Factor 1: Price

The total evaluated price shall be the sum of all CLIN prices listed in the schedule of SF1449. Currency: Offers submitted in response to this solicitation shall be in terms of local currency or U.S. Dollars. If the Government receives offers in more than one currency, the Government shall use the daily exchange rate of the solicitation closing date to convert local currency offers into U.S. Dollar for evaluation purposes. Evaluation of foreign currency offers will be in accordance with FAR clause 52.225-17. All supporting documentation shall reflect the same currency established in the price proposal. If all offers are received in the local currency, the local currency proposed, and the Government budget rate will be utilized for evaluation purposes.

Evaluation of foreign currency offers will be in accordance with FAR clause 52.225-17. All supporting documentation shall reflect the same currency established in the price proposal.

Each offeror's proposed price will be evaluated to determine whether it is fair and reasonable as per FAR 13.106-3.

Factor 2: Technical

Subfactor 1

SUBCONTRACTING: As required per FAR 52.212-1(b)(12), Subcontracting information is required to be provided. This will be evaluated as being Acceptable or Unacceptable.

Acceptable:

An offer will be acceptable if it provides either:

(1) A statement that all deliveries under the contract shall be delivered exclusively by the offeror, or

(2) A list of proposed subcontractors, joint ventures, or other business partners that will provide work under the contract. The list must contain contact information for each company and explain what work each party will perform under the contract. In addition, the offeror must provide a letter of intent from each party on the list demonstrating intent to subcontract, partner or otherwise work with the offeror in the performance of the contract. The letter must be written on that party's letterhead and signed by an authorized representative.

Unacceptable:

An offer will be unacceptable if it does not include either:

(1) A statement that all deliveries under the contract shall be delivered exclusively by the offeror, or

(2) A list of proposed subcontractors, joint ventures, or other business partners that will provide work under the contract. The list must contain contact information for each company and explain what work each party will perform under the contract. In addition, the offeror must provide a letter of intent from each party on the list demonstrating intent to subcontract, partner or otherwise work with the offeror in the performance of the contract. The letter must be written on that party's letterhead and signed by an authorized representative.

Please note:

The Government reserves the right to contact proposed subcontractors to verify letters of intent. In addition, as part of the government's responsibility determination, the government reserves the right to require the submission of additional information that demonstrates the offeror's ability to successfully perform the contract.

Subfactor 2

TRADE AGREEMENTS (End Product Certification). This will be evaluated as being Acceptable or Unacceptable.

Acceptable:

An offer will be acceptable if it includes:

A written statement certifying that:

(1) End Product Country of Origin is the United States; or,

(2) End Product Country of Origin is a "Qualifying Country" as defined by DFARS 252.225-7021; or,

(3) End Product Country of Origin is a "Designated Country" as defined by DFARS 252.225-7021.

Unacceptable:

An offer will be unacceptable if it does not include:

A written statement certifying that:

(1) End Product Country of Origin is the United States; or,

(2) End Product Country of Origin is a "Qualifying Country" as defined by DFARS 252.225-7021; or,

(3) End Product Country of Origin is a "Designated Country" as defined by DFARS 252.225-7021.

Subfactor 3

PAST PERFORMANCE

(a) The Supplier Performance Risk System (SPRS) application (https://www.sprs.csd.disa.mil) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).

(b) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(c) The quality and delivery classifications identified for a supplier in SPRS will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of this solicitation under the past performance evaluation factor.

(d) The Product Service Code that will be used when retrieving information from SPSR is: 3990

(e) The Quality Color ratings will be retrieved from SPSR based on the PSC code in (d) above and the CAGE code of the offeror.:

(f) A vendor who has no data in the SPRS system for the PSC code identified in (d) above will be rated as neutral.

Rating	Description
Acceptable	The Contractor is rated as acceptable if Quality color rating for their CAGE code and PSC in para (d) above in SPRS is Green, Purple or Blue. Additionally, if a vendor is rated as "neutral", this will also result in an acceptable rating
Unacceptable	The Contractor is rated as unacceptable if Quality color rating for their CAGE code and PSC in para (d) above in SPRS is Yellow or Red. received in SPRS.

(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
52.214-34	Submission of Offers in the English Language.	1991-04		
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
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)	2026-02		

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a

timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.225-17	Evaluation of Foreign Currency Offers.	2000-02

Evaluation of Foreign Currency Offers (Feb 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using www.XE.com website in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures-

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/content/regulations

(End of provision)