SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.			1. REQUISITION NUMBER F2D0CE6132AW01	PAGE 1 OF 18
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER FA820126Q0025	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME SAMANTHA HOLWEGER		b. TELEPHONE NUMBER (no collect calls) 8015866641	8. OFFER DUE DATE/ LOCAL TIME 08 Jul 2026 02:00 PM

9. ISSUED BY CODE: FA8201 FA8201 OL H PZIO 6038 ASPEN AVE, CP 810 586 7555 HILL AFB, UT 84056-5805 UNITED STATES SAMANTHA HOLWEGER, Email: samantha.holweger.1@us.af.mil Telephone: 8015866641 STEPHANIE HATLEM, Email: stephanie.hatlem@us.af.mil Telephone: 801-777-8407	10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☒ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561110 ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: USD 12,500,000.00 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A)
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/ OFFERER CODE FACILITY CODE: TELEPHONE NUMBER	18a. PAYMENT WILL BE MADE BY CODE:
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA See Section G - Contract Administration Data	26. TOTAL AWARD AMOUNT (For Government Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ 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 Schedule
30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

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Solicitation/Contract Form

Transition Assistance Program Clerk

This is a requirement for non-personal services contract in support of the United States Air Force Military and Family Readiness Center Transition Assistance Program (TAP) at Hill Air Force Base, Utah.
Product Service Code: R699

Supplies or Services & Prices or Costs

Additional Information/Notes

The following documents are hereby incorporated by reference into this solicitation and any resulting contract:

Attachment 1: Performance Work Statement (PWS), dated May 2026, 6 pages.

Attachment 2: Department of Labor Wage Determination No. 2015-5483, dated 13 May 2026, 7 pages.

This procurement is subject to the Service Contract Labor Standards. Contractors must comply with the minimum wage and fringe benefit requirements outlined in Attachment 2.

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	TRANSITION CLERK POSITION TO SUPPORT THE MILITARY AND FAMILY READINESS CENTER - POP 1 SEP 2026 TO 31 AUG 2027 Product Type Code: R699 Product Service Code: R699 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1001	TRANSITION CLERK POSITION TO SUPPORT THE MILITARY AND FAMILY READINESS CENTER - POP 1 SEP 2027 TO 31 AUG 2028 Product Type Code: R699 Product Service Code: R699 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2001	TRANSITION CLERK POSITION TO SUPPORT THE MILITARY AND FAMILY READINESS CENTER - POP 1 SEP 2028 TO 31 AUG 2029 Product Type Code: R699 Product Service Code: R699 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3001	TRANSITION CLERK POSITION TO SUPPORT THE MILITARY AND FAMILY READINESS CENTER - POP 1 SEP 2029 TO 31 AUG 2030 Product Type Code: R699 Product Service Code: R699 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4001	TRANSITION CLERK POSITION TO SUPPORT THE MILITARY AND FAMILY READINESS CENTER - POP 1 SEP 2030 TO 31 AUG 2031 Product Type Code: R699 Product Service Code: R699 Pricing Arrangement: Firm Fixed Price	12	Months		

Description/Specifications/Statement of Work

All detailed requirements, duties, and performance metrics for the Transition Assistance Program (TAP) Clerk are located in the attached Performance Work Statement (PWS).

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F2D0CE CountryCode: USA F2D0CE 75 MSG SVMF AF BPN NO MLSBLS PROC CP8015861096, 5772 E AVE BLDG 350 HILL AFB, UT 84056-5301 UNITED STATES Kimberly Taylor Email: kimberly.taylor.3@us.af.mil Telephone: 8017774681
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F2D0CE CountryCode: USA F2D0CE 75 MSG SVMF AF BPN NO MLSBLS PROC CP8015861096, 5772 E AVE BLDG 350 HILL AFB, UT 84056-5301 UNITED STATES Kimberly Taylor Email: kimberly.taylor.3@us.af.mil Telephone: 8017774681
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F2D0CE CountryCode: USA F2D0CE 75 MSG SVMF AF BPN NO MLSBLS PROC CP8015861096, 5772 E AVE BLDG 350 HILL AFB, UT 84056-5301 UNITED STATES Kimberly Taylor Email: kimberly.taylor.3@us.af.mil Telephone: 8017774681
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F2D0CE CountryCode: USA F2D0CE 75 MSG SVMF AF BPN NO MLSBLS PROC CP8015861096, 5772 E AVE BLDG 350 HILL AFB, UT 84056-5301 UNITED STATES Kimberly Taylor

	Email: kimberly.taylor.3@us.af.mil Telephone: 8017774681
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F2D0CE CountryCode: USA F2D0CE 75 MSG SVMF AF BPN NO MLSBLS PROC CP8015861096, 5772 E AVE BLDG 350 HILL AFB, UT 84056-5301 UNITED STATES Kimberly Taylor Email: kimberly.taylor.3@us.af.mil Telephone: 8017774681

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Period From 01 Sep 2026 to 31 Aug 2027 Period of Performance From 01 Sep 2026 To 31 Aug 2027	12 Months	Place of Performance DoDAAC: F2D0CE CountryCode: USA F2D0CE 75 MSG SVMF AF BPN NO MLSBLS PROC CP8015861096, 5772 E AVE BLDG 350 HILL AFB, UT 84056-5301 UNITED STATES Kimberly Taylor Email: kimberly.taylor.3@us.af.mil Telephone: 8017774681
Option Line Item 1001	Delivery Period From 01 Sep 2027 to 31 Aug 2028 Period of Performance From 01 Sep 2027 To 31 Aug 2028	12 Months	Place of Performance DoDAAC: F2D0CE CountryCode: USA F2D0CE 75 MSG SVMF AF BPN NO MLSBLS PROC CP8015861096, 5772 E AVE BLDG 350 HILL AFB, UT 84056-5301 UNITED STATES Kimberly Taylor Email: kimberly.taylor.3@us.af.mil Telephone: 8017774681
Option Line Item 2001	Delivery Period From 01 Sep 2028 to 31 Aug 2029 Period of Performance From 01 Sep 2028 To 31 Aug 2029	12 Months	Place of Performance DoDAAC: F2D0CE CountryCode: USA F2D0CE 75 MSG SVMF AF BPN NO MLSBLS PROC CP8015861096, 5772 E AVE BLDG 350 HILL AFB, UT 84056-5301 UNITED STATES Kimberly Taylor Email: kimberly.taylor.3@us.af.mil Telephone: 8017774681
Option Line Item 3001	Delivery Period From 01 Sep 2029 to 31 Aug 2030 Period of Performance From 01 Sep 2029	12 Months	Place of Performance DoDAAC: F2D0CE CountryCode: USA F2D0CE 75 MSG SVMF AF BPN NO MLSBLS PROC CP8015861096, 5772 E AVE BLDG 350 HILL AFB, UT 84056-5301 UNITED STATES Kimberly Taylor Email: kimberly.taylor.3@us.af.mil Telephone: 8017774681

	To 31 Aug 2030		
Option Line Item 4001	Delivery Period From 01 Sep 2030 to 31 Aug 2031 Period of Performance From 01 Sep 2030 To 31 Aug 2031	12 Months	Place of Performance DoDAAC: F2D0CE CountryCode: USA F2D0CE 75 MSG SVMF AF BPN NO MLSBLS PROC CP8015861096, 5772 E AVE BLDG 350 HILL AFB, UT 84056-5301 UNITED STATES Kimberly Taylor Email: kimberly.taylor.3@us.af.mil Telephone: 8017774681

Contract Administration Data

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

(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.

(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	F2D0CE
Issue By DoDAAC	FA8201
Admin DoDAAC	FA8201
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	F2D0CE
Service Acceptor (DoDAAC)	F2D0CE
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(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.

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

(End of clause)

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.224-3	Privacy Training.	Jan 2017		
52.224-3	Privacy Training. (Alternate I)	Jan 2017	Alternate I	Jan 2017
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.245-1	Government Property.	Sep 2021		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		

FAR Clauses Incorporated by Full Text

52.217-8 Option to Extend Services. (Nov 1999)

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within30 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

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

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

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

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

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. (May 2014)

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

Employee Class	Monetary Wage-Fringe Benefits
____	____
____	____
____	____
____	____
____	____
____	____
____	____

(End of clause)

Supplemental Clauses Incorporated by Full Text

5352.201-9101 Ombudsman (Jul 2013)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, <>. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	PWS_TAP Clerk	Performance Work Statement		20 May 2026	
02	WD 2015-5483	Wage Determination		13 May 2026	

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. **(May 2021)**

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

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

Evaluation Factors for Award

FAR Clauses Incorporated by Full Text

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

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:

Technical Acceptability. (Evaluated on a pass/fail basis. The offeror must demonstrate they meet all minimum qualifications and PWS requirements.

Price. Award will be made to the lowest priced, technically acceptable, responsible offeror.

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

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

(End of provision)