SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

PAGE 1 OF 30

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W9124D26RA096	04 JUN 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	AMBER GOETZ	520-945-9088	10 JUL 2026 10:00 AM

9. ISSUED BY CODE W9124D

W6QM MICC-FT KNOX
KO DIRECTORATE OF CONTRACTIN, BLDG 1109B RM 250
FORT KNOX, KY 40121-5000
UNITED STATES
AMBER GOETZ, EMAIL: AMBER.M.GOETZ.CIV@ARMY.MIL TELEPHONE: 520-945-9088

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100 % FOR: NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 512110

SIZE STANDARD: USD 40,000,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [x] 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)
- [x] 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

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Scripting Pricing Arrangement: Firm Fixed Price	1,500	Job		
0002	Production: This CLIN will be FFP with a NTE cost constraint and unit of issue of Job (allowing for multiple invoicing as deliverables are approved). Following completion of CLIN 0001 the vendor shall provide a full production breakdown (as required in the PWS and PAD Guide) that addresses each of the following production phases (and associated price) as applicable to the Delivery Order: Pre-Production; Production; Post-Production; and Distribution / Final Deliverables as determined by the government. The COR will evaluate the production breakdown (and associated cost) for reasonableness and is authorized to approve further performance under this CLIN provided that the break down is within scope and does not exceed the pricing established for this CLIN. Pricing Arrangement: Firm Fixed Price	1,500	Job		
0003	Post-Award Conference / IDIQ Minimum IDIQ minimum of $150.00 for each contractor for attending the post-award conference. Pricing Arrangement: Firm Fixed Price	50	Each		

Continuation of Description

Requirements

Provide professional quality video productions and other audiovisual support for projects administered/managed by the Joint Task Force-National Capitol Region, Military District Washington (JTF- NCR/MDW), Joint Chiefs of Staff J4 Logistics Directorate, J42 Production Acquisition Division-Visual Information (J42 PAD-VI).

0001
Product Service Code : T006
North American Industry Classification System (NAICS) : 512110

0002
Product Service Code : T006
North American Industry Classification System (NAICS) : 512110

0003
Product Service Code : T006
North American Industry Classification System (NAICS) : 512110

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Please see attached PWS for further instructions. DoDAAC: W74N84 CountryCode: USA W0GV HQ USAMDW 309 A ST, BLDG 41 FORT MCNAIR, DC 20319-0000 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: Please see attached PWS for further instructions. DoDAAC: W74N84 CountryCode: USA W0GV HQ USAMDW 309 A ST, BLDG 41 FORT MCNAIR, DC 20319-0000 UNITED STATES
0003	Inspection and Acceptance Location Both Destination Instructions: Please see attached PWS for further instructions. DoDAAC: W74N84 CountryCode: USA

	W0GV HQ USAMDW 309 A ST, BLDG 41 FORT MCNAIR, DC 20319-0000 UNITED STATES

Continuation of Deliveries or Performance

0001	**Delivery Schedule** Delivery Period From 01 Sep 2026 to 31 Aug 2031 **Quantity** 1,500 Job **Address and POC** Ship To DoDAAC: W74N84 CountryCode: USA W0GV HQ USAMDW 309 A ST, BLDG 41 FORT MCNAIR, DC 20319-0000 UNITED STATES **Period of Performance** From 01 Sep 2026 To 31 Aug 2031
0002	**Delivery Schedule** Delivery Period From 01 Sep 2026 to 31 Aug 2031 **Quantity** 1,500 Job **Address and POC** Ship To DoDAAC: W74N84 CountryCode: USA W0GV HQ USAMDW 309 A ST, BLDG 41 FORT MCNAIR, DC 20319-0000 UNITED STATES **Period of Performance** From 01 Sep 2026

	To 31 Aug 2031
0003	**Delivery Schedule** Delivery Period From 01 Sep 2026 to 31 Aug 2031 **Quantity** 50 Each **Address and POC** Ship To DoDAAC: W74N84 CountryCode: USA W0GV HQ USAMDW 309 A ST, BLDG 41 FORT MCNAIR, DC 20319-0000 UNITED STATES **Period of Performance** From 01 Sep 2026 To 31 Aug 2031

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04		

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7012	Safeguarding Covered Defense	2024-05	Deviation	2024-05

	Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)		2024-O0013
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01	
252.219-7000	Advancing Small Business Growth.	2023-06	
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01	
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12	
252.232-7010	Levies on Contract Payments.	2006-12	
252.245-7005	Management and Reporting of Government Property.	2024-01	
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
252.232-7006	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.

N/A

(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 2-IN-1

(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	TO BE ADDED AT TIME OF AWARD
Issue By DoDAAC	TO BE ADDED AT TIME OF AWARD

Admin DoDAAC	TO BE ADDED AT TIME OF AWARD
Inspect By DoDAAC	TO BE ADDED AT TIME OF AWARD
Ship To Code	TO BE ADDED AT TIME OF AWARD
Ship From Code	TO BE ADDED AT TIME OF AWARD
Mark For Code	TO BE ADDED AT TIME OF AWARD
Service Approver (DoDAAC)	TO BE ADDED AT TIME OF AWARD
Service Acceptor (DoDAAC)	TO BE ADDED AT TIME OF AWARD
Accept at Other DoDAAC	TO BE ADDED AT TIME OF AWARD
LPO DoDAAC	TO BE ADDED AT TIME OF AWARD
DCAA Auditor DoDAAC	TO BE ADDED AT TIME OF AWARD
Other DoDAAC(s)	TO BE ADDED AT TIME OF AWARD

(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.

INSPECTOR/ACCEPTOR: TO BE ADDED AT TIME OF AWARD

CONTRACTING OFFICER: TO BE ADDED AT TIME OF AWARD

CONTRACT SPECIALIST: TO BE ADDED AT TIME OF AWARD

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.216-22	Indefinite Quantity. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.217-2	Cancellation Under Multi-year Contracts.	1997-10		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.227-14	Rights in Data-General.	2014-05		
52.227-17	Rights in Data-Special Works.	2007-12		
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)	2026-02		
52.245-1	Government Property.	2021-09		
52.245-9	Use and Charges.	2012-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.227-7016	Rights in Bid or Proposal Information.	2025-01		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.245-7003	Contractor Property Management System Administration	2025-01		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-18	Ordering.	2020-08		

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 September 2026** through **31 August 2031**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than **$5,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **$10,000,000.00**;

(2) Any order for a combination of items in excess of **$10,000,000.00**; or

(3) A series of orders from the same ordering office within **30 days** that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

returned to the ordering office within **5 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22	Indefinite Quantity. (Deviation 2026-O0038)	2026-02

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after **31 August 2032**.

(End of clause)

52.216-32	Task-Order and Delivery-Order Ombudsman.	2019-09

Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. **TO BE PROVIDED AT TIME OF AWARD**

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e. g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

52.216-32	Task-Order and Delivery-Order Ombudsman. (Alternate I)	2019-09	Alternate I	2019-09

Alternate I (Sept 2019). As prescribed in 16.505 (j), add the following paragraph (d) to the basic clause.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

TO BE ADDED AT TIME OF AWARD

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

List of Contract Documents, Exhibits, or Attachments

The attachments listed in this Section are incorporated by reference and made part of this contract with the same force and effect as if included in full text.

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Attachment I - PWS - PAD Video Production IDIQs (4 June 2026)	Performance Work Statement		04 Jun 2026			Attachment	No
0002	Attachment II - PAD Ordering G uide (27 M ay 2026)	PAD Ordering Guide		03 Jun 2026			Attachment	No
0003	Attachment III - PAD Productio n Guide (A ug 2022)	PAD Production Guide		03 Jun 2026			Attachment	No
0004	Attachment IV - Exam ple Task O rder Reque st (TOR) f or DoD Vid eo Product ions	Example Task Order Request		03 Jun 2026			Attachment	No
0005	Attachment V - Contr actor On- and Off-Ra mping Proc edures	On and Off Ramping Procedures		03 Jun 2026			Attachment	No
0006	Attachment VI - Adde ndum to FA	Addendum to FAR 52.212-1 Instruction to		03 Jun 2026			Attachment	No

	R 52.212-1 - Instruc tions to O fferors (2 Jun 2026)	Offerors						
0007	Attachment VII - Add endum to F AR 52.212-2 - Evalua tion of Of fers (2 Ju n 2026)	Addendum to FAR 52.212-2 Evaluation of Offers		03 Jun 2026			Attachment	No

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

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

DFARS Provisions Incorporated by Full Text

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

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

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

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

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

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

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered

defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

(End of provision)

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

Please see attachment for the 52.212-1 - Instruction to Offerors.

*** END OF NARRATIVE ***

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

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

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

(a) Instructions to offerors prescribe the format for the proposal and describe the approach for the development and presentation of the Offerors' proposals. The instructions are provided to ensure a complete and thorough evaluation of the Offerors' proposals. The selection of sources for award purposes will be conducted utilizing Federal Acquisition Regulation (FAR) Part 15, Contracting by Negotiation and FAR Part 12, Acquisition of Commercial Products and Commercial Services, and supplemented by the Defense Federal Acquisition Regulations Supplement (DFARS), the Army Federal Acquisition Regulations Supplement (AFARS), and the DoD Source Selection Procedures. The Government will evaluate offers using FAR provision 52.212-2 Evaluation - Commercial Items and its addendum for award. The Government may employ AI as a tool to assist in the analysis and review of offeror proposals and for support tasks such as summarizations.

(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 Evaluation - Commercial Product and Commercial Services

Please see attachment for the 52.212-2 - Evaluation of Offers.

*** END OF NARRATIVE ***

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.216-27	Single or Multiple Awards.	1995-10		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

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

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)