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
			HTC71126RE124	26 May 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Emma Breiner	6188170370	29 Jun 2026 08:00 AM

9. ISSUED BY CODE HTC711

USTRANSCOM-AQ
508 SCOTT DR, SCOTT AFB IL 62225-5357
SCOTT AFB, IL 62225-5357
UNITED STATES
Emma Breiner, Email: emma.r.breiner.civ@mail.mil Telephone: 6188170370

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): 484230

SIZE STANDARD: USD 34,000,000.00

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

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) [ ]

13b. RATING

14. METHOD OF SOLICITATION
- [ ] 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

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)*

- [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 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

Solicitation/Contract Form

NAVY ADVANCED TRACEABILITY AND CONTROL (ATAC V)

Product Service Code: V119

Supplies or Services & Prices or Costs

Additional Information/Notes

MIN/MAXVALUE

The Minimum Order Value for this Indefinite Delivery/Indefinite Quantity contractis established at $5,000.00 for the first twelve (12) months of contract performance. The Minimum Order Value is satisfied when the contractor is givena task order, or multiple task orders, which result in combined total of $5,000.00.

The Maximum Contract Value (ceiling): The established maximum contract value for any contract resulting from this solicitation will be based on the total contract award amount plus a 25% increase. The maximum contract value includes the total of all task orders issued through the ordering period. The maximum contract value does not automatically increase if any contract rates are revised through a bilateral modification.

Item	Supplies / Services	Estimated Quantity	Unit	Unit Price	Amount
0001	ATAC V Provide transportation services to move Freight All Kinds (FAK) repairable parts to all forty eight contiguous states, Hawaii, Alaska, and Canada according to Attachment 1, Performance Work Statement (PWS). Invoicing shall be IAW Attachment 2, Pricing Rate Table. 5-Year Ordering Period: 28 February 2027 - 27 February 2032. Product Service Code: V119 Pricing Arrangement: Firm Fixed Price	1	Lot		
0002	Minimum Guarantee The Minimum Guarantee for this contract shall be $5,000.00. The minimum guarantee shall only be invoiced in the event the Contractor has not been offered sufficient shipments totaling USD $5,00.00 and is only billable within the first 12 months of the contract: 28 February 2027 - 27 February 2028. Product Service Code: V119 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 1001	ATAC V Six-Month Extension IAW FAR 52.217-8, Option to Extend Services: 28 February 2032 - 27 August 2032. Provide transportation services to move Freight All Kinds (FAK) repairable parts to all forty eight contiguous states, Hawaii, Alaska, and Canada as required by the Performance Work Statement (PWS). Invoicing shall be IAW Attachment 2 - ATAC Pricing Rate Table, at the rates specified in the contract immediately preceding exercise of the option extension period,	6	Months		

	inclusive of applicable pricing adjustments made IAW PWS Appendix M - EPA Schedule. The maximum contract value reflected in CLIN 0001 remains unchanged. Product Service Code: V119 Pricing Arrangement: Firm Fixed Price				

Description/Specifications/Statement of Work

Requirements
NAVY ADVANCED TRACEABILITY AND CONTROL (ATAC V)

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: N46433 CountryCode: USA ATAC SAN DIEGO NAVSUP FLC SD, ATAC NAVY DLR AGENT, NAS NORTH ISLAND BLDG 661 3 SAN DIEGO, CA 92135-5000 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: N46433 CountryCode: USA ATAC SAN DIEGO NAVSUP FLC SD, ATAC NAVY DLR AGENT, NAS NORTH ISLAND BLDG 661 3 SAN DIEGO, CA 92135-5000 UNITED STATES
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: N46433 CountryCode: USA ATAC SAN DIEGO NAVSUP FLC SD, ATAC NAVY DLR AGENT, NAS NORTH ISLAND BLDG 661 3 SAN DIEGO, CA 92135-5000 UNITED STATES

Deliveries or Performance

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001	Period of Performance From 28 Feb 2027 To 27 Feb 2032	1 Lot	Place of Performance DoDAAC: N46433 CountryCode: USA ATAC SAN DIEGO NAVSUP FLC SD, ATAC NAVY DLR AGENT, NAS NORTH ISLAND BLDG 661 3 SAN DIEGO, CA 92135-5000 UNITED STATES
0002	Period of Performance From 28 Feb 2027 To 27 Feb 2028	1 Lot	Place of Performance DoDAAC: N46433 CountryCode: USA ATAC SAN DIEGO NAVSUP FLC SD, ATAC NAVY DLR AGENT, NAS NORTH ISLAND BLDG 661 3 SAN DIEGO, CA 92135-5000 UNITED STATES
Option Line Item 1001	Period of Performance From 28 Feb 2032 To 27 Aug 2032	6 Months	Place of Performance DoDAAC: N46433 CountryCode: USA ATAC SAN DIEGO NAVSUP FLC SD, ATAC NAVY DLR AGENT, NAS NORTH ISLAND BLDG 661 3 SAN DIEGO, CA 92135-5000 UNITED STATES

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		

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (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		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (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		
52.219-8	Utilization of Small Business Concerns. (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		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (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		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (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		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.232-18	Availability of Funds.	Apr 1984		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-36	Payment by Third Party. (Deviation 2026-O0038)	Feb 2026		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
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		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		

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		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7023	Reporting Requirements for Contracted Services. (Alternate I)	Jul 2021	Alternate I	Jul 2021
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
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		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.239-7010	Cloud Computing Services.	Jan 2023		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	Feb 2026	Deviation 2026-O0025	Feb 2026
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	Feb 2026	Deviation 2026-O0015	Jan 2026
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		

252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer.	Jan 2023
252.247-7023	Transportation of Supplies by Sea.	Oct 2024
252.247-7028	Application for U.S. Government Shipping Documentation/ Instructions.	Jun 2012

FAR Clauses Incorporated by Full Text

52.216-18 Ordering. (Aug 2020)

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 28 February 2027 through 27 February 2032 or 27 August 2032 if FAR 52.217-8 is exercised.

(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. (Oct 1995)

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $100, 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 $1,000,000.00;

(2) Any order for a combination of items in excess of the ceiling amount on the contract award; or

(3) A series of orders from the same ordering office within 7 calendar 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 one day 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) (Feb 2026)

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 delivery expiration date identified in task order.

(End of clause)

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 within 30 calendar days.

(End of clause)

52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038) (Feb 2026)

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[*Contracting Officer check as appropriate.*]

_X_ By the end of the base term of the contract and then by the end of each subsequent option period; or

___ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Feb 2026)

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(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
21020 - Forklift Operator	WG-5 (Step 2) + 36.25% Fringe Benefits
23440 - Heavy Equipment Operator	WG-10 (Step 2) + 36.25% Fringe Benefits
29010 - Blocker And Bracer	WG-8(Step 2) + 36.25% Fringe Benefits
29020 - Hatch Tender	WG-8 (Step 2) + 36.25% Fringe Benefits
29030 - Line Handler	WG-8 (Step 2) + 36.25% Fringe Benefits
29041 - Stevedore I	WG-7 (Step 2) + 36.25% Fringe Benefits
29042 - Stevedore II	WG-9 (Step 2) + 36.25% Fringe Benefits
31361 - Truckdriver, Light	WG-6 (Step 2) + 36.25% Fringe Benefits
31362 - Truckdriver, Medium	WG-7(Step 2) + 36.25% Fringe Benefits
31363 - Truckdriver, Heavy	WG-8 (Step 2) + 36.25% Fringe Benefits

31364 - Truckdriver, Tractor-Trailer	WG-8 (Step 2) + 36.25% Fringe Benefits

(End of clause)

52.223-3 Hazardous Material Identification and Safety Data. (Deviation 2026-O0038) (Feb 2026)

HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2026) (DEVIATION 2026-O0038)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*)	Identification No.
_____	_____
___	___
___	___

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

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

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.237-7023 Continuation of Essential Contractor Services. (Oct 2010)

CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in Attachment 1, PWS Section 1.2.5. Mission Essential Services.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

List of Attachments

Attachment 1 - Performance Work Statement

Attachment 2 - Pricing Rate Table

Attachment 3 - Contractor Plan for Continuation of Essential Contractor Services

Attachment 4 - Wage Determination

Attachment 5 - RFP Offeror Information Sheet

Attachment 6 - Financial Information Questionnaire

Attachment 7 - Historical Data

Attachment 8 - Corporate Experience Worksheet

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		

FAR Clauses Incorporated by Full Text

52.209-7 Information Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)

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)

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)

252.204-7998 Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043) (Feb 2026)

Alternate A (Feb 2026)
Deviation 2026-O0043 (Feb 2026)

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management **-** Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (g) applies.

(ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov* After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.239-7009 Representation of Use of Cloud Computing. (Sep 2015)

REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)

(a) *Definition*. "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation*. The Offeror represents that it-

____ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

____ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

ADDENDUM TO FEDERAL ACQUISITION REGULATION (FAR) 52.212-1 - INSTRUCTIONS TO OFFERORS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES FEB 2026

The following paragraphs of FAR 52.212-1 are tailored as follows:

Paragraph (a) "Submission of offers" is deleted in its entirety and replaced with the "Proposal Preparation Instructions" below.

Paragraph (b) "Period for acceptance of offers" is tailored to read: The Offeror agrees to hold the prices in its offer firm for 240 calendar days from the date specified for receipt of offers.

Paragraph (d) "Contract award (not applicable to Invitation for Bids)" is tailored to read: The Government intends to evaluate offers and award a contract without negotiations with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct negotiations if later determined by the Contracting Officer to be necessary. If the Contracting Officer determines the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and may waive informalities and minor irregularities in offers received.

Paragraph (e)(7) is added and reads as follows: (e)(7) Debriefings may be provided in writing, orally, or in person, at the Government's discretion.

(a) Proposal Preparation Instructions

(1) The due date for proposals is 29 June 2026, 8:00 a.m. Central Time (CT).

(2) Proposals shall be submitted using Times New Roman, 12-point font except for figures, tables, and diagrams where smaller is acceptable if it is readable. The maximum page limit for each part includes all text pages, tables, graphs, and other types of illustrative material. Cover pages and table of contents do not count against the page limits for the respective parts. Each page size shall be no larger than 8.5" x 11" and single sided. Excess pages exceeding the maximum limits will not be read or considered in the evaluation.

(3) Proposals shall be clear, concise, and include sufficient detail for evaluation and to substantiate the stated information. Proposals shall not rephrase or restate the Government's requirements, but shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their company or experience and will use this information to evaluate the offer.

(4) Proposals shall be submitted via email to the individuals listed in paragraph (a)(6) by the due date specified above. Proposal submissions shall not exceed 20mb per email. Offerors may split proposal files across multiple emails due to file size, in which case the Offeror shall numerically label emails stating the sequential number of the individual email and the total number of emails for the submission in each message (e.g., "1 of 2"; "2 of 2"). The Government will make all reasonable attempts to promptly confirm proposal receipt and accessibility. If the Offeror fails to obtain confirmation of receipt and accessibility within two business days of proposal submission, the Offeror should assume the Government did not receive the proposal and contact the Contracting Officer and Contract Specialist. In determining whether an electronic proposal is late, the Contracting Officer will refer to FAR 15.107(b)(1)(i) and seek information as to whether the proposal was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals. Therefore, in order to guarantee electronic receipt by the Government, the Offeror should submit the proposal not later than 5:00 p.m. one working day prior to the submission deadline and request confirmation of receipt from the Contracting Officer or Contract Specialist. All documents shall be in English and Adobe PDF format, except the Price Proposal which shall be in Microsoft Excel format with an .xlsx file extension.

(5) Proposal Preparation Costs. This solicitation does not commit the Government to pay any costs incurred in the preparation and submission of the Offeror's proposal or in making any necessary studies for the preparation thereof, or for any visit the Contracting Officer may request for the purpose of clarification of the proposal or for preparation of negotiations. By the submission of its offer, the Offeror assumes all associated costs.

(6) Formal Communications:

a. USTRANSCOM Contracting Office Point of Contacts (POCs) for this acquisition are listed below. Formal communications concerning this RFP shall be submitted via e-mail to all POCs as follows:

Meghan Stewart, Contracting Officer: meghan.m.stewart2.civ@mail.mil
Emma Breiner, Contract Specialist: emma.r.breiner.civ@mail.mil

b. No information concerning this RFP or requests for clarification will be provided in response to Offeror-initiated telephone calls. All such requests must be made in writing and submitted to the e-mail addresses listed above. Inquiries will be answered in writing provided they are received no later than 02 June 2026, 4:00 p.m. Central Time (CT).

(7) All proposals shall include the following to be considered compliant: Part I - Contract Documentation, Part II - Corporate Experience, and Part III - Price Proposal.

(8) Part I shall include a cover page including Offeror name, title of the proposal, and solicitation number. Provide a table of contents with sufficient detail to easily allow the location of important elements. Part II shall be completed on RFP Attachment 8, Corporate Experience Worksheet. Part III shall be completed on RFP Attachment 2, Pricing Rate Table.

(9) Offerors shall not submit multiple offers presenting alternative terms and conditions or alternative commercial products or commercial services for satisfying the requirements of this solicitation. The Government intends to award one contract as a result of this solicitation.

(10) Part I - Contract Documentation (No page limit):

a. The Offeror shall complete the actions required in the RFP Offeror Information Sheet (RFP Attachment 5) and submit a copy of the completed worksheet. To be eligible for award, the contractor is required to be registered in the System for Award Management (SAM) when submitting a proposal and at time of contract award. The contractor's SAM registration shall include NAICS 484230, Specialized Freight (except Used Goods) Trucking, Long-Distance.

b. The Offeror shall submit the Standard Form (SF) 1449, Solicitation for Commercial Items. The following blocks shall be completed: 12 (even if no discount is offered), 17a, 30a, 30b and 30c. Complete Block 17b only if remittance address is different (such address must be registered in the SAM database). In doing so, the Offeror accedes to the contract terms and conditions as written in the RFP, with attachments.

c. The Offeror shall submit SF 30s, Amendment of Solicitation. Complete blocks 8, 15A and 15B on each SF 30, Amendment of Solicitation, to acknowledge all solicitation amendments (if any).

d. In accordance with (IAW) FAR 4.203-1(b), Representations and Certifications shall be submitted online using https://www.sam.gov where available OR may be submitted with your contract documentation. Failure to do so will result in your proposal being found non-compliant with the solicitation. The following provisions require your input and must be included with your proposal if they are not in the Offeror's SAM record.

- FAR 52.209-7, Information Regarding Responsibility Matters (Feb 2026)

- FAR 52.222-56, Certification Regarding Trafficking in Persons Compliance Plan (Feb 2026). The Offeror shall submit a certification implementing a compliance plan for prohibiting trafficking in person or trafficking-related activities in accordance with FAR 52.222-56.

- FAR 52.229-11, Tax on Certain Foreign Procurements--Notice and Representation (Feb 2026) (NOTE: Offerors representing as a "foreign person" must also submit an IRS Form W-14.)

- DFARS 252.204-7017, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation (May 2021) (NOTE: DFARS 252.204-7017 only needs to be completed if DFARS 252.204-7016 is not completed in SAM.gov, or if the Offeror represents it "does not" provide covered defense telecommunications equipment or services in DFARS 252.204-7016.)

- DFARS 252.204-7998 Alternate A, Annual Representations and Certifications (Deviation 2026-O0043) (Feb 2026)

- DFARS 252.239-7009, Representation of Use of Cloud Computing (Sep 2015)

e. Contractor Plan for Continuation of Essential Services (RFP Attachment 3). The Offeror shall complete and submit a compliant Contractor Plan for Continuation of Essential Services (RFP Attachment 3) IAW DFARS 252.237-7024, Notice of Continuation of Essential Contractor Services.

f. Implementation and Joint Test Plan. IAW RFP Attachment 1 PWS Section 3.4, the Offeror shall provide an Implementation and Joint Test Plan with its proposal. An approved Implementation and Joint Test Plan is required to be eligible for award. The Offeror's Implementation and Joint Test Plan shall address, at a minimum:

i. Plan to fully implement and operationally test its IT systems at each site before transportation services begin;

ii. Testing procedures and approaches to accomplish IT system implementation; and

iii. A timeline for the full implementation of each site during the 30-day contract transition.

g. Financial Questionnaire. Offerors shall complete the Financial Information Questionnaire (RFP Attachment 6) in its entirety, to include information for each member of a Joint Venture (if applicable) and submit the completed questionnaire along with the requested company organizational chart and release of information authorization letter with your proposal. NOTE: As an alternative to the Financial Information Questionnaire process described above, publicly traded companies may submit a copy of the U.S. Securities and Exchange Commission (SEC) Form 10-K. U.S. SEC Form 10-K shall be labeled as "Attachment 6 - 10-K."

(11) Part II - Corporate Experience (Limited to 20 pages):

a. Corporate Experience Worksheet (RFP Attachment 8). The Offeror shall complete and submit the Corporate Experience Worksheet (RFP Attachment 8) to demonstrate Corporate Experience commensurate with the scope**[1]** of ATAC V, specific to the four (4) task areas described herein. The Offeror's Corporate Experience Proposal shall consist of "referenced contract(s) or effort(s)" (herein after referred to as a "Reference").

i. Each individual Reference shall consist of work performed for at least twelve (12) consecutive months.

ii. Each individual Reference shall consist of work occurring within three (3) years from the date of proposal submission.

iii. Each individual Reference is not required to possess experience in all four (4) task areas. However, through its collective References, the Offeror shall demonstrate Corporate Experience in all four (4) task areas identified herein.

iv. There is no required minimum or maximum number of References an Offeror may submit.

v. References shall pertain to experience solely of the Prime Offeror. The Government will not consider experience of the Offeror's proposed Subcontractor(s).

b. The Offeror shall provide a detailed explanation demonstrating its ATAC-V commensurate experience attributed to the task areas listed below. If using collective References to address the task areas, the Offeror shall make it clear which Reference is being cited.

i. Task Area 1 - Contract Management (reference RFP Attachment 1 PWS Section 1.4 and RFP Attachment 8). Corporate Experience for Contract Management shall:

(A) Demonstrate experience providing adequate personnel to perform required tasks and sustain satisfactory performance.

ii. Task Area 2 - Transportation Services (reference RFP Attachment 1 PWS Section 1.5 and RFP Attachment 8). Corporate Experience for Transportation Services shall:

(A) Demonstrate experience in consolidating assets into the most cost-effective and efficient aggregate shipment while meeting transit time and delivery requirements; and

(B) Demonstrate experience safely transporting and delivering freight.

iii. Task Area 3 - Operations Support (reference RFP Attachment 1 PWS Section 1.6 and RFP Attachment 8). Corporate Experience for Operations Support shall:

(A) Demonstrate experience in providing pickup, handling, and the delivery of Hazardous Material (HAZMAT); and

(B) Demonstrate experience in prearranging schedules for vehicle arrival for loading/unloading.

iv. Task Area 4 - Information Technology (IT) (reference RFP Attachment 1 PWS Section 1.7 and RFP Attachment 8). Corporate experience for IT shall:

(A) Demonstrate in-transit visibility (ITV) experience in timely providing verifiable transactions comparable to Proof of Receipt (POR), Proof of Transfer (POT), Proof of Shipment (POS), and Proof of Delivery (POD) (i.e., at each point where material custody changes) to include utilizing Electronic Data Interchange (EDI)

transactions and transferring files.

v. Within the Corporate Experience Proposal, the Offeror shall include a list of all References provided, as detailed herein. If the Contracting Officer determines it necessary, the Government may contact the provided points of contact for a Reference to verify information and/or gather additional information. The list shall include the following information for each Reference:

(A) Name and address of the contracting/requiring activity (buying and administrative);

(B) Contracting Officer's (or similar commercial agent) name, email, and phone;

(C) Contracting Officer's Representative/Contract Manager's name, email, and phone;

(D) Contract/Effort Number;

(E) Contract/Effort Name;

(F) Dollar Value (include per year cost and life cycle cost);

(G) Average Number of Shipments Processed Per Month;

(H) Location (states where service was performed under this contract, or "nationwide"); and

(I) Period of Performance.

(12) Part III - Price Proposal

a. RFP Attachment 2, Pricing Rate Table. Offerors shall follow all directions and instructions on all tabs in the RFP Attachment 2, Pricing Rate Table. To be eligible for award, Offerors shall insert a proposed price in all cells which require a proposed rate IAW the instructions in RFP, Attachment 2, Pricing Rate Table. Offerors shall insert $0.00 in the applicable cell for any services in which the Offeror is not proposing a price (no charge). Offerors shall not alter the format of RFP Attachment 2, Pricing Rate Table. Price Proposals shall be submitted in .xlsx format. Alterations, formula adjustments, cell formatting, adding terms or conditions, may result in the offer being determined non-responsive and being removed from the competition.

b. To protect the Contractor and Government against significant market fluctuations, this requirement includes Economic Price Adjustment (EPA) provisions. The IHS Markit Cost Index adjustments identified in RFP Attachment 2, Pricing Rate Table are included for purposes of determining a total evaluated price (TEP) only. Upon award, any applicable EPA will be applied IAW PWS Appendix M (Attachment 1). Domestic linehaul prices shall be based on a $2.50 fuel rate. Fuel rate adjustments will be applied IAW PWS Appendix J (Attachment 1), TR-12 Fuel Related Rate Adjustment Policy.

c. A copy of the relevant Wage Determination (2011-0217) has been included at Attachment 4.

d. At any time during this competition, the Contracting Officer may require the Offeror to submit other than certified cost or pricing data, IAW DFARS 252.215-7994, to assist in the price fair and reasonableness determination. If the Offeror does not submit other than certified cost or pricing data upon the Contracting Officer's request, the Offeror's proposal may be deemed ineligible for award.

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[1] Scope is defined as corporateexperience demonstrated through a Reference or References that reflectcomparable contract management, transportation services, operations support,and information technology capabilities. These Reference(s) shall align withthe ATAC V requirement in terms of similar contract dollar value, averageshipment volume per month, geographic coverage, and complexity of servicesprovided. The scope shall illustrate the Offeror's ability to successfullyexecute tasks of similar scale, nature, and operational demands as described inthe four (4) task areas of this solicitation.

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		
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan. (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		
252.215-7994	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026

FAR Clauses Incorporated by Full Text

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

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

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Tailored) (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: CMMC Level 2 (Self). This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

252.215-7992 Only One Offer. (DEVIATION 2026-O0048) (Mar 2026) Deviation 2026-O0048 (Mar 2026)

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

(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

(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 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, 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 15.404).

(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.

(4) As specified in FAR 15.403-1(d), 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)

252.237-7024 Notice of Continuation of Essential Contractor Services. (Oct 2010)

NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a*) Definitions*. "Essential contractor service"and "mission-essential functions" have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in Attachment 1, PWS Section 1.2.5. Mission Essential Services, during periods of crisis. The offeror shall-

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum-

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

Evaluation Factors for Award

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	Feb 2026		

FAR Clauses Incorporated by Full Text

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

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

FEDERAL ACQUISITION REGULATION (FAR) 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES FEB 2026

FAR 52.212-2 is replaced in its entirety:

(a) The Government intends to award a single Indefinite Delivery Indefinite Quantity (IDIQ) 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. This acquisition is conducted under FAR Part 12, Acquisition of Commercial Products and Commercial Services, and FAR Part 15, Contracting by Negotiation. The Government will utilize a subjective tradeoff best value selection process, evaluating proposals as described below. To receive the award, Offerors must (1) be deemed responsible IAW FAR Part 9, (2) conform to all required terms and conditions, and (3) represent the best value to the Government, price and other factors considered. This may result in an award to a higher rated, higher priced Offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the superior Corporate Experience of the higher priced Offeror outweighs the cost difference. However, the Government will not pay a price premium that it considers to be disproportionate to the benefits associated with the proposed margin of service superiority.

(1) The Government will review each proposal for compliance IAW the proposal preparation instructions listed in Addendum to FAR 52.212-1. To be considered compliant, each proposal shall include the required Contract Documentation (Part I), Corporate Experience (Part II), and Price Proposal (Part III). Proposals received that are considered incomplete or non-compliant may be considered ineligible for award.

(2) The following factors shall be used to evaluate offers:

a. Factor 1: Corporate Experience

b. Factor 2: Price

(3) Relative order of importance. Corporate Experience will be rated on a basis approximately equal to cost or price considerations. Price will be evaluated but not rated.

(b) Proposals will be evaluated in the following manner:

(1) **Factor 1: Corporate Experience**. The Offeror's Corporate Experience will be assigned an adjectival confidence rating as defined below. The rating will take into consideration the Offeror's experience in all four (4) task areas identified in Addendum to FAR 52.212-1(b)(11). The Offeror's Corporate Experience Proposal must receive either a rating of Substantial Confidence or Satisfactory Confidence to be considered for award.

Adjectival Rating	Description
Substantial Confidence	Based on the Offeror's Corporate Experience Proposal, the Government has a **high expectation** that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's Corporate Experience Proposal, the Government has a **reasonable expectation** that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of Corporate Experience.

Limited Confidence	Based on the Offeror's Corporate Experience Proposal, the Government has a **low expectation** that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's Corporate Experience Proposal, the Government has **no expectation** that the Offeror will successfully perform the required effort.

(2) **Factor 2: Price**. Price will be evaluated for completeness and reasonableness; however, price will not be rated. To be determined complete, unit prices shall be inserted for all required fields denoted in Addendum to FAR 52.212-1(b)(12). To be eligible for award, the Offeror's TEP must be determined fair and reasonable using one or more of the techniques set forth in FAR 15.404-1(b). In addition, to be eligible for award, all unit prices and fees not included in the TEP (i.e., Accessorials and OTO General and Administrative Overhead Fee), as identified in RFP Attachment 2, Pricing Rate Table, must be determined fair and reasonable using such techniques. IAW FAR 15.404-6, the Government may determine an Offeror to be ineligible for award if prices proposed are materially unbalanced and pose an unacceptable risk to the Government. Unbalanced pricing exists when, despite a fair and reasonable TEP, the price of one or more line items is significantly overstated or understated.

a. EPA. For purposes of evaluating proposals, the Government will utilize IHS Markit Cost Index adjustments as detailed on the RFP Attachment 2, Pricing Rate Table, for prices beyond Base Year 1. However, prices are only projected for purposes of evaluating proposals and the actual economic price adjustment will be calculated and applied to the rates at the beginning of each performance period IAW the PWS Appendix M (RFP Attachment 1).

(c) The Government intends to evaluate proposals and make award without negotiations. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to enter into negotiations, if later determined to be necessary. If the determination is made to enter into negotiations, a competitive range will be established IAW FAR 15.204-1. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The source selection team will complete the negotiation process, request final proposal revisions, and document final evaluation results for those Offerors determined to be within the competitive range. After evaluation of final proposal revisions, a selection will be made using the source selection process as denoted in paragraph (b) unless it is in the Government's best interest not to award a contract. For this RFP, clarifications (limited exchanges) may be held with Offerors to address areas of non-compliance identified during the compliance review (reference paragraph (a)(1) above) that are considered minor or clerical errors. Such clarifications may lead to minor proposal revisions to address the minor or clerical error.

(d) Options. The Government will evaluate offers for award purposes by adding the total price for all options to 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. For this contract, the only option is the six-month extension of services pursuant to FAR 52.217-8. Evaluation of options shall not obligate the Government to exercise the option.

(e) A written notice of award or acceptance of an offer, mailed or otherwise 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)