# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

| | | | | |
|---|---|---|---|---|
| *NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.* | | | 1. REQUISITION NUMBER | PAGE 1 OF 17 |
| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER FA283526Q0019 | 6. SOLICITATION ISSUE DATE 10 Jul 2026 |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME KAMRYN ANDERSON | | b. TELEPHONE NUMBER (no collect calls) 312-845-0151 | 8. OFFER DUE DATE/ LOCAL TIME 07 Aug 2026 12:00 PM |

9. ISSUED BY CODE: FA2835

FA2835 AFLCMC HANSCOM PZI
16 EGLIN ST BLDG 1604, CP 781 225 0073
HANSCOM AFB, MA 01731-2107
UNITED STATES
KAMRYN ANDERSON, Email: kamryn.anderson@us.af.mil Telephone: 312-845-0151
Kristin Morrison , Email: kristin.morrison.1@us.af.mil Telephone: 845-0000

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238210

SIZE STANDARD: USD 19,000,000.00

| | | | |
|---|---|---|---|
| 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<br>14. METHOD OF SOLICITATION<br>☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP) |

| | |
|---|---|
| 15. DELIVER TO CODE: <br>See Schedule | 16. ADMINISTERED BY CODE: |
| 17a. CONTRACTOR/ OFFERER CODE / FACILITY CODE: <br>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<br>(Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

| | |
|---|---|
| ☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | ☐ 29. AWARD OF CONTRACT: REFERENCE ___ OFFER DATED ___. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) |
| 30b. NAME AND TITLE OF SIGNER (Type or print) / 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (Type or print) / 31c. DATE SIGNED |

# Solicitation/Contract Form

B1435 UPS Connections

The purpose of this project is to connect all required data center equipment to the primary building Uninterruptible Power Supply (UPS). Please see the Statement of Work for additional information.
Product Service Code: N059

# Supplies or Services & Prices or Costs

**Additional Information/Notes**

| Item | Supplies / Services | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | UPS Output Sub-Panels<br><br>Product Service Code: N059<br>Pricing Arrangement: Firm Fixed Price | 2 | Each | | |
| 0002 | Circuit Breakers<br><br>Product Service Code: N059<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | | |
| 0003 | 100 Feet of Feeder Wire & Conduit<br><br>Product Service Code: N059<br>Pricing Arrangement: Firm Fixed Price | 100 | Linear Foot | | |
| 0004 | 2000 Feet of Branch Wire (Panel to Racks)<br><br>Product Service Code: N059<br>Pricing Arrangement: Firm Fixed Price | 2,000 | Linear Foot | | |
| 0005 | 50 Feet of Conduit (EMT/Rigid) & Fittings<br><br>Product Service Code: N059<br>Pricing Arrangement: Firm Fixed Price | 50 | Linear Foot | | |
| 0006 | Underfloor Electrical Whips (One whip per missed rack/device)<br><br>Product Service Code: N059<br>Pricing Arrangement: Firm Fixed Price | 30 | Each | | |
| 0007 | Receptacles & Backboxes<br><br>Product Service Code: N059<br>Pricing Arrangement: Firm Fixed Price | 40 | Each | | |
| 0008 | Consumables & Labeling<br><br>Product Service Code: N059<br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | | |
| 0009 | Load Studies<br><br>Product Service Code: N059<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |
| 0011 | Labor Hours/Rates<br><br>Product Service Code: N059<br>Pricing Arrangement: Firm Fixed Price | 1 | Hours | | |
| 1001 | Arc Flash Study - Optional<br><br>Product Service Code: N059<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |

# Description/Specifications/Statement of Work

**Requirements**

The purpose of this requirement is to establish a connection between the data center equipment housed in Building 1435 (B1435) and the primary building Uninterruptible Power Supply (UPS).

# Packaging and Marking

# Inspection and Acceptance

# Deliveries or Performance

# Contract Administration Data

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | Dec 2018 | | |

## DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) ) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---|---|
| Pay Official DoDAAC | ____ |
| Issue By DoDAAC | ____ |
| Admin DoDAAC | ____ |
| Inspect By DoDAAC | ____ |
| Ship To Code | ____ |
| Ship From Code | ____ |
| Mark For Code | ____ |
| Service Approver (DoDAAC) | ____ |
| Service Acceptor (DoDAAC) | ____ |
| Accept at Other DoDAAC | ____ |
| LPO DoDAAC | ____ |
| DCAA Auditor DoDAAC | ____ |
| Other DoDAAC(s) | ____ |

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

____

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

# Special Contract Requirements

**A site visit will be held at Hanscom AFB, MA 01731 on 20 July 2026 beginning at 1:00 PM ET. Please be at the visitor's center no later than 12:30 PM ET** to allow enough time to obtain visitor passes. The contractor shall obtain base identification and vehicle passes for all visitors. **You must contact Kamryn Anderson and Kristin Morrison by 12 PM ET on 16 July 2026 to register for the site visit to gain access to the base at kamryn.anderson@us.af.mil and kristin.morrison.1@us.af.mil. All contractors MUST pre-register in order to attend.** Each individual must possess a REAL ID compliant driver's license or must present a second form of identification along with their non-REAL ID-compliant identification, and registration and proof of insurance for each vehicle, including rentals.

**All questions are due on or before 11AM ET, 24 July 2026. Answers will be posted to SAM.gov not later than 29 July 2026.**

Offers shall be emailed to Contract Specialist Kamryn Anderson via e-mail at kamryn.anderson@us.af.mil and Contracting Officer Kristin Morrison via e-mail at kristin.morrison.1@us.af.mil. Please DO NOT post offers to SAM.gov. Failure to respond to both may result in being technically unacceptable.

**Offers are due on or before 12 PM ET, 7 August 2026. Offers shall be valid for a period no less than 90 days.** Please request read receipt on all submitted quotes.

**Ombudsman**

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

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

3. If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman Col Ceclia Montes De Oca, 310-710-2734, cecilia.montes_de_oca@us.af.mil Concerns, issues, disagreements, and . recommendations that cannot be resolved at the Center/MAJCOM/ FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

4. The ombudsman has no authority to render a decision that binds the agency.

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

# Contract Clauses

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 | | |
| 52.204-9 | Personal Identity Verification of Contractor Personnel. | Jan 2011 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.212-4 | Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-6 | Notice of Total Small Business Set-Aside. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-3 | Convict Labor. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-19 | Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038) | Mar 2026 | | |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-41 | Service Contract Labor Standards. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-62 | 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 | | |
| 52.225-3 | Buy American-Free Trade Agreements-Israeli Trade Act. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.225-3 | Buy American-Free Trade Agreements-Israeli Trade Act. (Deviation 2026-O0038) (Alternate III) | Feb 2026 | Alternate III | Feb 2026 |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | May 2024 | | |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | Oct 2018 | | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | Mar 2023 | | |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | Apr 2026 | | |

## 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 | | |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | Jan 2023 | | |
| 252.225-7001 | Buy American and Balance of Payments Program. | Feb 2024 | | |
| 252.225-7002 | Qualifying Country Sources as Subcontractors. | Mar 2022 | | |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | Jan 2023 | | |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | Jun 2023 | | |
| 252.232-7010 | Levies on Contract Payments. | Dec 2006 | | |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel. | Jan 2023 | | |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations. | Oct 2010 | | |
| 252.246-7008 | Sources of Electronic Parts. | Jan 2023 | | |
| 252.247-7023 | Transportation of Supplies by Sea. | Oct 2024 | | |

## FAR Clauses Incorporated by Full Text

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

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

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

____ ____
____ ____
____ ____
____ ____

(End of clause)

## 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 ____, Mission-Essential Contractor Services, dated ____.

(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

| Number | Attachment Name | Attachment Description | Reference Identifier | Date | Line Item |
|---|---|---|---|---|---|
| 01 | FY26_ B1435 UPS Connections - 24 June 26_Redacted | Statement of Work | | 10 Jul 2026 | |

# Representations, Certification, & Other Statements

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 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

**52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Deviation 2026-O0038) (Feb 2026)**

Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Feb 2026) (Deviation 2026-O0038)

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) or (c)(1) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(2) of this provision contains a critical component.

(2) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line item No. | Country of origin |
|---|---|
| _____ | _____ |
| ____ | ____ |
| ____ | ____ |

[List as necessary]

(c)

(1) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Other Foreign End Products:

| Line Item No. | Country of origin |
|---|---|
| _____ | _____ |
| ____ | ____ |
| ____ | ____ |

[List as necessary]

(2) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

**52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Alternate III) (Feb 2026) Alternate III (Jan 2025)**

Alternate III (Jan 2025). As prescribed in 25.601(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act".

Korean End Products or Israeli End Products:

| Line Item No. | Country of origin |
|---|---|
| _____ | ____ |
| ____ | ____ |
| ____ | ____ |

[List as necessary]

## DFARS Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

# Instructions, Conditions, & Notices to Offerors or Quoters

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | Jan 2017 | | |
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.214-34 | Submission of Offers in the English Language. | Apr 1991 | | |
| 52.214-35 | Submission of Offers in U.S. Currency. | Apr 1991 | | |

## 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 | | |

## DFARS Clauses Incorporated by Full Text

**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 ____, Mission Essential Contractor Services, dated ____, 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

**RFO 52.212-2 Evaluation--Commercial Products and Commercial Services - March 2026**

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

The following factors shall be used to evaluate offers:

(i) Technical

(ii) Price

Award will be made on the basis of the Lowest Price Technically Acceptable quote(s) in accordance with RFO 15.103-2.

Factor 1 - Technical Factor:

1. Contractor's proposal shall demonstrate an understanding of the Government's requirements by including the following: The Contractor shall submit their technical approach for the completion of this effort and statement acknowledging they have the technical capabilities to perform the requirements as stated in the Statement of Work/ Performance Work Statement.

The Technical Proposal should be specific and complete. Legibility, clarity, and coherence are very important. Provide as specifically as possible the actual methodology you would use for accomplishing/satisfying the effort as outlined in the attached Statement of Work/Performance Work Statement. Address your technical solution for meeting or exceeding the government's minimum performance or capability requirements. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

Contractors will be evaluated as acceptable or unacceptable according to the following definitions:

Acceptable: The proposal clearly meets the minimum requirements of the solicitation.

Unacceptable: The proposal does not meet the minimum requirements of the solicitation.

To receive a Technically Acceptable rating for Factor 1, ALL required documentation must be evaluated as technically acceptable.

Factor 2 - Price: ONLY bids that are evaluated as Technically Acceptable will be evaluated for Price. The price evaluated for this factor will be the sum of all criteria listed in the SOW. Price will be evaluated for reasonableness in accordance with FAR 13.106-3.

Award will be made on the basis of the Lowest Evaluated Price of Technically Acceptable quotes in accordance with RFO 15.103-2. to the Contractor who is determined to be responsible in accordance with RFO 9.103(a).

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

(End of Provision)

**FAR Clauses Incorporated by Full Text**

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

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

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers: [Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/ significantly less important] than price. For invitations for bids, list only price and price-related factors.]

Technical

Price

____

____

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

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

(End of Provision)