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 18
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER FA930226Q0082	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Jenna Jacobson		b. TELEPHONE NUMBER (no collect calls) 527-9885	8. OFFER DUE DATE/ LOCAL TIME 14 Jul 2026 05:00 PM

9. ISSUED BY CODE: FA9302

FA9302 AFTC PZZ
CP 661 277 4503, 5 SOUTH WOLFE AVE BLDG 2800
EDWARDS AFB, CA 93524-1185
UNITED STATES
Jenna Jacobson, Email: jenna.jacobson@us.af.mil Telephone: 527-9885
Jenna Jacobson, Email: jenna.jacobson@us.af.mil Telephone: 527-9885

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ___ % 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): 541512

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) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE:

See Schedule

16. ADMINISTERED BY CODE:

17a. CONTRACTOR/ OFFERER CODE FACILITY CODE:

TELEPHONE NUMBER

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA
See Section G - Contract Administration Data

26. TOTAL AWARD AMOUNT (For Government Use Only)

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

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

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ___ OFFER DATED ___. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

Solicitation/Contract Form

Telestra Server Hardware

ASTi Telestra Server Hardware
Product Service Code: 7A21

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	ASTi-SRV-11 - ASTi Servers Product Service Code: 7A21 Pricing Arrangement: Firm Fixed Price	2	Each		
0002	SW-UG-TEL - Upgrade Telestra Software to Latest Version and Features Product Service Code: 7A21 Pricing Arrangement: Firm Fixed Price	1	Each		
0003	TL-SW-IA-M Software and IA Maintenance Subscription Product Service Code: 7A21 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 1001	Option Year 1 - TL-SW-IA-M Software and IA Maintenance Subscription Product Service Code: 7A21 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 1002	Option Year 2 - TL-SW-IA-M Software and IA Maintenance Subscription Product Service Code: 7A21 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 1003	Option Year 3 - TL-SW-IA-M Software and IA Maintenance Subscription Product Service Code: 7A21 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 1004	Option Year 4 - TL-SW-IA-M Software and IA Maintenance Subscription Product Service Code: 7A21 Pricing Arrangement: Firm Fixed Price	1	Each		

Description/Specifications/Statement of Work

Requirements

Telestra Server Hardware

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101
0002	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101
0003	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare

	Email: christopher.eucare.1@us.af.mil Telephone: 6618991101
Option Line Item 1002	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101
Option Line Item 1003	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101
Option Line Item 1004	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Schedule From date of lead time event to date of latest delivery 90 Calendar Days Date of Award	2 Each	Ship To DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101	FoB Details Contractor Destination
0002	Delivery Schedule From date of lead time event to date of latest delivery 30 Calendar Days Date of Award	1 Each	Ship To DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101	FoB Details Contractor Destination
0003	Delivery Period From 20 Jul 2026 to 19 Jul 2027	1 Each	Ship To DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101	FoB Details Contractor Destination
Option Line Item 1001	Delivery Period From 20 Jul 2027 to 19 Jul 2028	1 Each	Ship To DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101	FoB Details Contractor Destination
Option Line Item 1002	Delivery Period From 20 Jul 2028 to 19 Jul 2029	1 Each	Ship To DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101	FoB Details Contractor Destination
	Delivery Period From 20 Jul 2029 to 19 Jul 2030	1 Each	Ship To DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE	FoB Details Contractor Destination

Option Line Item 1003			EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101	
Option Line Item 1004	Delivery Period From 20 Jul 2030 to 19 Jul 2031	1 Each	Ship To DoDAAC: F1S0AQ CountryCode: USA F1S0AQ 411 FLTS CCB AF BPN NO MLSBLS PROC CP6612754511, 118 N WOLFE AVE EDWARDS AFB, CA 93524-5000 UNITED STATES Christopher Eucare Email: christopher.eucare.1@us.af.mil Telephone: 6618991101	FoB Details Contractor Destination

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.

COMBO

(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.

N/A

(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	F03000
Issue By DoDAAC	FA9302
Admin DoDAAC	FA9302
Inspect By DoDAAC	F1S0AQ
Ship To Code	F1S0AQ
Ship From Code	N/A
Mark For Code	TBD
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(*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.

Christopher Eucare at christopher.eucare.1@us.af.mil

(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

Contract Clauses

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, [Insert names, addresses, telephone numbers, facsimile numbers, and e-mail addresses of Center/MAJCOM/FLDCOM/DRU/DAFRCO ombudsman/ombudsmen]. 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.

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		
52.204-13	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		
52.222-3	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		
52.222-50	Combating Trafficking in Persons. (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		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-18	Availability of Funds.	Apr 1984		
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		
252.204-7012	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		
252.225-7056	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		
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days days[60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

List of Attachments

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		
252.225-7055	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

52.229-11 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)

Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

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

Evaluation Factors for Award