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
			N6328526QS092	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Colleen Powers	571-305-9288	10 Jul 2026 10:00 AM

9. ISSUED BY CODE N63285

NCIS QUANTICO VA
27130 TELEGRAPH ROAD, QUANTICO VA 22134
QUANTICO, VA 22134
UNITED STATES
Colleen Powers, Email: colleen.m.powers.civ@us.navy.mil Telephone: 571-305-9288

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 532112

SIZE STANDARD:

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
[X] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Continuation

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA
See Continuation

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [X] 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 Continuat

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 Continuation

Djibouti Vehicle Leases (Four V-6 4x4 SUVs)

This is a combined synopsis/solicitation (N63285-26-Q-S092) for commercial services prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, Streamlined solicitation for commercial services, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation.
The Naval Criminal Investigative Services (NCIS) has a requirement for Four (4) V-6 4x4 SUV Vehicle Leases. These non-tactical vehicles (NTV) for the Naval Criminal Investigative Service Resident Agency, Middle East Djibouti (NCISRA MEDJ) will aid in performance of assigned missions in visiting and securing the water ports for incoming US Navy vessels and responding to criminal and Counterintelligence/Counter Terrorism (CI/CT) cases in and around the country. In accordance with FAR Part 12, the NCIS Acquisition Division (Code 14B) is issuing a solicitation for the acquisition of such services. Required specifications are listed in Schedule of Supplies/Services. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2026-01, Effective 3/13/2026, and Defense Federal Regulation Supplement (DFARS) Change 2/1/2026. It is the responsibility of the contractor to be familiar with the applicable provisions and clauses, which can be accessed in full text at www.acquisition.gov.

A quote is due by 10:00am EST, Friday, July 10, 2026. Quote should be sent via email to colleen.powers@ncis.navy.mil and Judith.campbell@ncis.navy.mil.

Questions are due by 10:00am EST, Monday, July 6, 2026.
All questions submitted for this solicitation must be electronically sent to the following e-mail addresses, colleen.powers@ncis.navy.mil and judith.campbell@ncis.navy.mil. The Quoter is responsible for ensuring their quote has been received by the Contract Specialist via email by the date and time specified above.

Place of Performance:
Naval Criminal Investigative Service Resident Agency
Middle East Djibouti (NCISRA MEDJ)
ATTN: Brian Crossland

INSTRUCTION TO QUOTERS

FAR 52.212-1 ADDENDUM - INSTRUCTIONS TO QUOTERS
RESPONSE DUE DATE: Friday, July 10, 2026 at 10:00am Eastern Standard Time (EST)
RFQ Title: Djibouti Vehicle Leases (Four V-6 4x4 SUVs)
RFQ#: N63285-26-Q-S092
Set Aside: Unrestricted
Authority: FAR 12 Open Market
J&A: N/A
NAICS Code: 532112 - Passenger Car Leasing
Basis for Award: Lowest Price Technically Acceptable (LPTA)

NCIS POCs:
Colleen Powers
Colleen.powers@ncis.navy.mil

Judith M. Campbell
judith.campbell@ncis.navy.mil

PLEASE PROVIDE THE FOLLOWING INFORMATION IN YOUR QUOTE:
Please submit quote responses to the Contract Specialists named above. Quotes must include company name, address, POC and email, CAGE Code, UEI number, TIN number and phone and fax numbers. Schedule of Supplies and Services, Unit and Extended Price shall be filled in. Failure to follow directions will cause the quotes to be unacceptable and deemed non-responsive. No other form of quotation will be accepted.

The Government intends to make an award to the responsive, responsible vendor that represents the best value to the Government, by virtue of being the lowest price, technically acceptable quote (See Schedule of Supplies /Services). Quotes determined to have passed the technical capability requirements will then be evaluated for the lowest price. Quotes shall be evaluated for technical acceptability (only) on an acceptable/unacceptable basis and will not be rated. Quoter that fails to furnish required representation or technical information as required by Federal Acquisition Regulation provisions 52.212-1 Instructions to Offerors or reject the terms and conditions of this solicitation shall be excluded from consideration.

FAR 52.212-2 ADDENDUM - EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
The Government will award a purchase order 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 shall be used to evaluate offers: Lowest Price Technically Acceptable (LPTA) by meeting the requirements capabilities listed on ITEM NUMBERS 0001, 1001, 2001, 3001, and 4001. Award shall be made to the responsive and responsible offeror who has the lowest price and is technically acceptable. Requests having multiple line items shall be analyzed by the total cost of the quote and not by individual item. All items quoted must be new. No partial awards shall be made.

The Government intends to evaluate quotes and award an order without exchanges with vendors. Therefore, the vendor's initial quote should contain the vendor's best terms from a price and technical standpoint. The Government reserves the right to conduct exchanges if the Contracting Officer later determines them to be necessary.

The Government will award a quote that includes the requested information. Partial quotes and/or quotes received after the closing date will not be accepted. This solicitation contains the clauses, terms, and conditions acceptable to the Government. Any quote that contains terms or conditions or any other vendor-specific agreement regardless of how titled or described may be considered unacceptable for award. Vendors are on notice that if they choose to submit a document containing terms and conditions, they are required to demonstrate that those terms and conditions do not conflict with, or differ from, the RFQ's terms and conditions, as well as statute and regulation (e.g., Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS)). Compliance with this section is a component of technical acceptability. Accordingly, a quote that contains vendor-specific terms and conditions that conflict with statutory or regulatory requirements, or are otherwise disadvantageous to the Government as noted above, may be determined unacceptable. Further, no such terms and conditions will be accepted after award.

(End of provision)

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

STATEMENT OF WORK (SOW)

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1. OBJECTIVE

The Naval Criminal Investigative Service (NCIS) Resident Agency, Djibouti (NCISRA MEDJ) has a requirement to provide four (4) 4x4 SUV type vehicles which can handle both rough terrain and high temperatures for NCIS agents' use in performing their assigned missions.

Except where otherwise stated, the Contractor shall furnish all vehicles, labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items necessary to provide the services outlined below and described in this SOW.

The United States Government will be responsible for insuring these vehicles.

The Contractor will be responsible for all maintenance and repair of vehicles.

2. BACKGROUND

These vehicles will support NCISRA MEDJ agents in their mission in visiting and securing the water ports for incoming US Navy vessels, responding to criminal and Counterintelligence/Counter Terrorism (CI/CT) cases in and around the country. The 4x4 SUV vehicles are required due to the extremely rough terrane, and the roads are of a low quality. Agents must be able to safely and securely enter and depart all areas of the city and local area without difficulty. The need date for this requirement is to begin no later than 08 September 2026.

3. PERIOD OF PERFORMANCE

The requirement is to establish a five-year contract covering the base year with provisions for four one-year options. 60 Months Total (1-Year Lease with 4-Option Periods based on delivery of Non-Tactical Vehicles (NTV) received/returned dates):

CLIN 0001 Base Year, Four (4) (V-6) 4x4 SUV Type Vehicles: 08 September 2026 - 07 September 2027**

CLIN 1001 Option Year 1, Four (4) (V-6) 4x4 SUV Type Vehicles: 08 September 2027 - 07 September 2028**

CLIN 2001 Option Year 2, Four (4) (V-6) 4x4 SUV Type Vehicles: 08 September 2028 - 07 September 2029**

CLIN 3001 Option Year 3, Four (4) (V-6) 4x4 SUV Type Vehicles: 08 September 2029 - 07 September 2030**

CLIN 4001 Option Year 4, Four (4) (V-6) 4x4 SUV Type Vehicles: 08 September 2030 - 07 September 2031**

***Dates are notional only.*

The Government may extend the term of the contract in accordance with FAR 52.217-9, Option to Extend the Term of the Contract - Services incorporated into the resulting contract.

4. VEHICLES AND EQUIPMENT

4.1. Required Vehicles and Equipment: The intent of this contract is to provide the Government with safe and reliable vehicles for the base period and option periods as specified. Dispatch Points: Contract's agencies that will be used as vehicle delivery /pick-up points.

4.1. Vehicles: Self-propelled motor vehicles designed for highway or cross-country operations. The term vehicles refers to any vehicle furnished by the Contractor under this contract, including temporary vehicles and/or replacement vehicles. In addition to meeting the vehicle requirements elsewhere specified in this annex, the vehicle types to be furnished under this contract are defined as follows:

a. Model: (LHD) Toyota Land Cruiser HZJ 76 4x4

b. Model Year: 2026

c. Engine: 4.5L Turbo Diesel, Cylinder in line, Common Rail

d. Power: 195HP/3800RPM; Torque: 43.8KG / 1200-3200

e. Transmission: 5-Speed Manual

f. Fuel Tank: 130L

g. Seating Capacity: 5

4.2. Vehicle Requirements: All vehicles provided under this contract:

a. Vehicles shall be current year model, not more than 6 months old, and with no more than 10,000 kilometers/6,000 miles on the odometer upon receipt at the dispatch point.

b. Color: Vehicle shall be white for all leased vehicles.

c. All leased vehicles will be diesel fuel.

d. Vehicles shall be delivered with full fuel tank, 2 sets of keys, and in a clean condition (interior and exterior).

e. The vehicles shall be left hand drive and free of any mechanical or structural (interior and exterior) defects, as well as any abnormal wear and tear.

4.3. Vehicle Availability: All vehicles must be available for the entire lease period.

4.4. Vehicle usage: All vehicles shall be leased on an unlimited distance basis. The use of vehicles within this contract is restricted to Government personnel in possession of a locally valid driving license.

4.5. Emission Controls: Vehicles and engines shall comply with all local regulations governing control of air pollution from new motor vehicles and new motor engines in effect on the date of manufacture. Contractor will provide for any required emissions inspections and regulatory compliance.

4.6. Devices and Accessories: The Government will be responsible for removing all devices and accessories before the leased vehicles are turned over to Contractor at the end of leased period, and to restore all damages, if any, resulting from the installation. The Contractor may use placards for temporary identification of vehicles, except that the placards may not contain any references to the Contractor that may be construed as advertising or endorsement by the Government or Contractor.

5. WEAR AND TEAR

5.1. Normal Wear and Tear: Any dents, dings, paint chips, scratches, pitted windshields (not cracked), and interior wear such as soiled carpets and seats that would normally accrue to a motor vehicle over a period of nine (9) to seventeen (17) months of use.

5.2. Abnormal Wear and Tear: The following list of discrepancies shall constitute abnormal wear and tear when identified during the inspection of vehicles by the Government.

a. Missing Parts.

b. Missing Tires (including spare tire).

c. Body Work: Scratches through the metal and scratches or dents over an inch in length or diameter. However, rusted areas resulting from road salt or salt air less than one inch in diameter will not be considered abnormal wear and tear.

d. Paint Work: Scratches or chips over one inch in length or diameter.

e. Glass: Any crack, pit, chips, or scratches less than one inch in length but which are in the critical area of the driver's vision or which will not pass safety inspection will also be deemed abnormal wear and tear.

f. Other Glass: Cracked or broken, including inoperative window mechanism.

g. Lights: Lenses or sealed beams broken.

h. Chrome and other Bright Metal Exterior Trim.

i. Bumpers: Dents over six inches in length or diameter. Scratches in the metal over 12-inches long. Decals, distinctive markings, lettering, or numbering not removed.

j. Grill: Broken grill. Dents larger than three inches in length or diameter.

k. Interior: Missing seats, torn seat backs, head lining, or door panels, floor mats with tears or holes larger than one inch.

6. INSPECTIONS AND DOCUMENTATION

6.1. Inspection of Vehicles: Every time a vehicle is delivered to the Government, such vehicle shall be subject to a joint inspection by the Government and the Contractor prior to acceptance at the required dispatch point. The Contractor and the Government shall both obtain endorsement of delivery by the Contractor to the Government and also obtain an endorsement to show return and receipt from the Government to the Contractor at the end of the lease period of each vehicle. The inspection shall consist of, but is not limited to, checking all vehicle requirements and vehicle documentation listed below.

6.2. Vehicle Documentation: Vehicles shall be fully taxed, licensed, and registered for the entire lease period. Vehicles shall be in accordance with all laws and regulations of the Motor Vehicle Department of the countries where vehicles are operated. The below listed documents, in original (unless otherwise specified) shall be provided at time a vehicle is delivered to the Government. If the Contractor chooses to furnish non-original documents (e.g., photocopies), any resulting ticket/fine from competent authorities will be turned over to Contractor for payment immediately. The documents are the following:

a. Insurance policy.

b. Property tax receipt.

c. Circulation booklet.

d. Lease agreement (a copy is acceptable).

e. Roadside emergency service instructions.

6.3. Failure to provide Vehicles: Acceptable vehicles, as used in this paragraph, means all vehicles, including replacement vehicles resulting from maintenance/breakdown, meeting all requirements set forth in this specification. The Government will accept or reject a vehicle within one working day after receipt. If the Contracting Officer determines that any vehicle furnished is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall eliminate any discrepancies found by the Government or, if deemed necessary by the Contracting Officer, shall replace the vehicle with another appropriate vehicle. The Contractor shall correct the defects as required by the Contracting Officer or provide replacement vehicles within 2 calendar days from the notification of "Vehicle Rejected". In the event the Contractor cannot furnish an acceptable vehicle within the time limits established by this contract, the Government may, at its option:

a. Deduct from Contractor's invoice amount based on 1/30 of the monthly lease cost set forth in the Contract Line Item Number (CLIN) Schedule, multiplied by the actual number of calendar days of each day the vehicle was not in compliance within the contract requirements: or

b. Correct the defect or obtain a vehicle of a similar type from another source until an acceptable vehicle is furnished by the Contractor and charge or offset against the Contractor any excess costs occasioned thereby.

6.4. Provision of Vehicles: Performance Objectives and Standards: The Contractor shall provide various types of vehicles to the US Government at the dispatch points stated in the contract. Refer to the CLIN Schedule for number and type of vehicles to be furnished under this contract and Paragraph "Dispatch Points" for delivery locations under this contract. The Contractor shall comply with all requirements specified herein including, but not limited to, timely delivery/pickup, proper license/insurance, vehicle technical characteristics, and adequate maintenance to provide safe and reliable vehicles throughout the lease period.

Performance Standards:

a. All types and quantities of vehicles specified are delivered on time at the specified locations.

b. All vehicles are properly licensed and fully meet the required vehicle characteristics.

c. Minimal replacement is required during the lease term as a result of poor vehicle quality and/or poor maintenance.

6.5. Vehicle Delivery: Performance Objectives and Standards: Vehicle shall be delivered on the first day of lease period at the various Dispatch Points. Vehicle shall be delivered during Government regular working hours: 0700 to 1600.

Performance Standards:

a. Vehicles are delivered as scheduled.

b. Vehicles pass all inspection points.

c. Vehicle have all required documentation.

6.6. Vehicle Turn-Over during the Leasing Period: Vehicle shall be turned over every 19,300 kilometers or 12,000 miles.

6.7. Vehicle Maintenance: Performance Objectives and Standards: Except as specified in paragraphs "Government Provided Materials" and "Government Provided Services," the United States Government shall provide full maintenance services to maintain safe and reliable vehicles throughout leasing period. Performance Standards: Vehicles are properly maintained in accordance with industry standards.

7. PERFORMANCE AND STANDARDS

7.1. Routine Maintenance Performance and Standards: The United States Government shall provide routine maintenance to minimize vehicle malfunction/breakdown. Minimum requirements shall be in accordance with vehicle's manufacturer recommendation. Upon delivery of each vehicle, the Contractor shall submit a maintenance schedule indicating kilometer /mileage thresholds and their related maintenance checks; it will be the United States Government's responsibility to notify the Contractor before these kilometer/mileage thresholds are reached. Vehicle replacement during routine maintenance is addressed in paragraph 7.5 "Temporary Replacement Performance and Standards."

7.2. Unscheduled Repair/Maintenance Work Performance and Standards: The Contractor shall provide unscheduled repair /maintenance work to ensure efficient operation of vehicles. The Government will notify the Contractor of any unscheduled repair/maintenance work needed for the vehicles leased. Completion time for unscheduled repair/maintenance work shall be as agreed on by the Government and the Contractor on a case-by-case basis depending upon the extent and complexity of work to be performed. Vehicle replacement during unscheduled repair/maintenance work is addressed in paragraph (23) "Temporary Replacement Performance and Standards." Performance Standard: Services are performed in an efficient, accurate, timely manner, and in accordance with industry standards.

7.3. Road Service Performance and Standards: The Contractor shall provide road service to ensure continuous availability. Vehicles shall be covered by a roadside repair and recovery service in the event of emergency whenever the vehicle is located at the time the service is required and at no additional expense to the Government. The Contractor shall furnish with the vehicles at the time of delivery, a package detailing information and procedures for obtaining said roadside maintenance and recovery service. Road Service assistance shall be available at the site of the car within two hours of the road service call being placed. Road Service shall include taking the driver and any passenger to the Road Service's facility or the nearest facility with telephone access. Performance Standard: Road Service calls are promptly and accurately responded to in accordance with the SOW.

7.4. Vehicle Replacement Performance and Standards: The Contractor shall provide replacement vehicles when required to ensure continuous availability of vehicles. All vehicle replacement shall be at no additional cost to the Government. The Contractor shall not replace any vehicles leased under this contract without prior written approval by the Contracting Officer. No replacement vehicle is required if the vehicle must undergo maintenance/repair work requiring no more than 24 hours. Performance Standard: Replacement vehicles meet requirements of SOW.

7.5. Temporary Replacement Performance and Standards: The Contractor shall provide replacement vehicles for any vehicle out of service for more than 24 hours. Temporary replacement shall not exceed 30 calendar days. In case of any Contractor scheduled maintenance work, replacement shall take place concurrently with the pickup of the vehicle requiring maintenance (date/time of replacement to be mutually established by the Government and the Contractor.) In all other cases response time for

temporary vehicle replacement shall be 24 hours from notification by the Government. Picking up of repaired vehicle (and turning over of replacement vehicle) shall take place at the designated dispatch points within 48 hours from notification by the Contractor that maintenance /repair work on the leased vehicle has been completed. Performance Standard: Replacement Vehicle is provided within the required timeframe (24 hours). Replacement vehicles meet requirements.

7.6. Permanent Replacement Performance and Standard: The Contractor shall provide replacement vehicles for any vehicle that has been lost (e.g., fire/theft) or has suffered an accident/breakdown beyond economical repair to ensure continuous availability of vehicles. Response time for permanent replacement of vehicles shall be not more than 30 calendar days from notification by the Contracting Officer. The Contractor shall provide a temporary replacement vehicle, during this 30-day period, within 24 hours of request by the Contracting Officer. Performance Standard: Replacement Vehicle is provided within the required timeframe (30 calendar days). Replacement vehicles meet requirements.

7.7. Requirement of Replacement Vehicles Performance and Standard: Replacement vehicles shall be the same type as the vehicle being replaced. If replacement occurs as a result of vehicle loss or accident/breakdown beyond repair, age/kilometers /miles shall not exceed the age/kilometers/miles of the vehicle being replaced. In case of temporary replacement, if the same type of vehicle is not available, Contractor shall provide, upon approval by the Contracting Officer, a vehicle of a type better than the vehicle being replaced, at no additional cost to the Government. Performance Standard: Replacement vehicles meet requirements.

7.8. Vehicle Pick-up/Dispatch Points Performance and Standards: The Contractor shall pick up vehicles at the designated Dispatch Point upon termination of lease period and/or when maintenance/repair work is needed. The Government will contact the Contractor to schedule vehicle pickup within two working days. Vehicles shall be picked up during normal working hours and within one hour of the scheduled appointment. Any vehicle not picked up on time will be stored in commercial storage and storage costs will be billed to the Contractor. Vehicles returned at the end of the lease period will have a full tank of gas. Performance Standard: Vehicles are picked up as scheduled.

8. GOVERNMENT PROVIDED MATERIALS AND SERVICES

8.1. Government Provided Materials: The Government will provide the following materials:

a. Fuel as required during operation of vehicles by Government personnel. However, all fuel necessary while the vehicle is in Contractor's custody (e.g., during maintenance/repair work) shall be the Contractor's responsibility.

b. All materials required to perform the services listed in paragraph "Government Provided Services" below, as applicable.

8.2. Government Provided Services: The Government will provide the following services:

a. Routine interior and exterior cleaning of vehicles, excluding initial cleaning.

b. Checking and maintaining the correct tire pressure. Flat tire change. Flat tire repair will also be provided by the Government except when tire is damaged beyond repair and needs to be replaced by the Contractor with a new tire.

c. Modification of vehicles as specified in paragraph "Vehicle Modification/Marking of Vehicles by Government," including restoration of damages, if any, resulting from Government installed accessories and devices.

d. Loss of or Damage to Vehicle. The Contractor hereby assumes and shall bear the entire risk of loss of or damage cause whatsoever, including without limitation, casualty collision, fire, malicious damage, theft, and mysterious disappearance, except when the loss or damage is caused by a U.S Government Representative in one or more of the following instances:

Obtaining the vehicle through fraud or misrepresentation; Operation of the vehicle by a driver (if self-driven) who is under the influence of intoxicants or any prohibited drugs.

Use of the vehicle for any illegal purpose.

Use of the vehicle in pushing or towing another vehicle.

Use or permitting the vehicle to carry passengers or property for hire.

Operation of the vehicle in live artillery fire exercise, or used in training for tactical maneuvers.

Operation of the vehicle in a test, race, or contest.

Theft of the vehicle and the customer cannot produce the vehicle keys, unless the customer can show the keys were stolen through theft or robbery.

Operation across international boundaries unless specifically authorized at the time of contract award. Contractor shall state what countries are authorized in offer.

e. Billing for Damages: When loss or damage is due to an exception stated above, the Contractor will submit its bills directly to the customer's agency to the attention of the customer at the official duty address. If the agency denies liability on the basis that the customer or other authorized driver was not operating the vehicle within scope or employment or for an official purpose at the time of the loss, the Contractor may handle the matter directly with the customer. Claims for damage to a vehicle will not include amounts for administrative costs, loss of use, or replacements.

f. Police Report: The driver will notify the company of any accident and obtain a police/traffic report for the Contractor if one is reasonably available.

9. CONTRACTOR FURNISHED ITEMS AND INVOICING

9.1. Contractor Furnished Items: Except as specified in paragraph 27 "Government Provided Materials" and 28 "Government Provided Services," Contractor shall provide all vehicles, transportation, maintenance, repair, equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The Contracting Officer or other Government Representative may inspect Contractor furnished items for adequacy and the compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and PCB's shall not be brought on site. The Contracting Officer may at any given time require samples, Material Safety Data Sheets (MSDS), manufacturer's data cut sheets of materials used in this contract.

9.2. Invoicing: The Contractor shall submit invoices monthly. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Invoices will be processed for payment upon verification of work actually performed and receipt of required Contractor submittals. Invoices for the work shall be formatted in accordance with the samples provided in the pre-performance conference and submitted with copies of the DD 1155 in case of modification to the subject contract. The Contracting Officer is required to accept only one invoice per month. Invoices should be delivered the first week of each month, during the Government's regular working hours, to:

The Contractor should anticipate invoicing monthly for a prorate portion (1/12) of the firm fixed-price work for CLINs 0001, 1001, 2001, 3001, and 4001. However, the Government reserves the right to require itemized invoices for all firm fixed-price work. An invoice is a written request for payment under the contract, for supplies delivered, or for services rendered. In order to be proper, an invoice must include as applicable the following:

a. Invoice date

b. Name of Contractor

c. Contract Number (including order number if any) Contract Line Item Number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total.

d. Name and address to which payment is to be sent (which must be the same as that in the contract on a proper notice of assignment)

e. Name (where practicable), title, phone number, and mailing address of person to be notified in event of an improper invoice

f. Any other information or documentation required by other provisions of the contract (such as evidence of shipment).

10. ADDITIONAL CONTRACT TERMS

10.1. Additional Contract Terms: The following additional contact terms apply:

a. The Contractor may be required to attend administrative and coordination meetings.

b. The Contractor shall obtain all required permits, licenses, and authorization to perform services under this contract and comply with all the applicable local laws and regulations.

c. The Contractor and all Government personnel authorized to lease vehicles under this contract shall observe the terms of this contract. Contract terms and conditions may only be modified in writing by the Contracting Officer.

d. For purposes of determining the monthly cost of a vehicle, the CLIN TOTAL AMOUNT shall be divided by Quantity (QTY) and divided by 12 (months).

e. For purposes of determining the yearly cost of a vehicle, the CLIN TOTAL AMOUNT shall be divided by Quantity (QTY).

Item	**Supplies/Service**	**Quantity**	**Unit**	**Unit Price**	**Amount**
0001	Djibouti Vehicle Leases - V-6 4x4 SUVs Toyota HZJ 76 or equivalent Quantity of four (4) Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1001	Option Year 1 Djibouti Vehicle Leases - V-6 4x4 SUVs Toyota HZJ 76 or equivalent Quantity of four (4) Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2001	Option Year 2 Djibouti Vehicle Leases - V-6 4x4 SUVs Toyota HZJ 76 or equivalent Quantity of four (4) Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3001	Option Year 3 Djibouti Vehicle Leases - V-6 4x4 SUVs Toyota HZJ 76 or equivalent Quantity of four (4) Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4001	Option Year 4 Djibouti Vehicle Leases - V-6 4x4 SUVs Toyota HZJ 76 or equivalent Quantity of four (4) Pricing Arrangement: Firm Fixed Price	12	Months		

Continuation of Description

Requirements
Djibouti Vehicle Leases (Four V-6 4x4 SUVs)

Continuation of Packaging and Marking

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N63285 CountryCode: USA NCIS QUANTICO VA 27130 TELEGRAPH ROAD, QUANTICO VA 22134 QUANTICO, VA 22134 UNITED STATES Brian Crossland, Field Operations Support Officer Email: brian.crossland@ncis.navy.mil Telephone: 973-1785-3975
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N63285 CountryCode: USA NCIS QUANTICO VA 27130 TELEGRAPH ROAD, QUANTICO VA 22134 QUANTICO, VA 22134 UNITED STATES Brian Crossland, Field Operations Support Officer Email: brian.crossland@ncis.navy.mil Telephone: 973-1785-3975
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N63285 CountryCode: USA NCIS QUANTICO VA 27130 TELEGRAPH ROAD, QUANTICO VA 22134 QUANTICO, VA 22134 UNITED STATES Brian Crossland, Field Operations Support Officer Email: brian.crossland@ncis.navy.mil Telephone: 973-1785-3975
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.

	DoDAAC: N63285 CountryCode: USA NCIS QUANTICO VA 27130 TELEGRAPH ROAD, QUANTICO VA 22134 QUANTICO, VA 22134 UNITED STATES Brian Crossland, Field Operations Support Officer Email: brian.crossland@ncis.navy.mil Telephone: 973-1785-3975
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N63285 CountryCode: USA NCIS QUANTICO VA 27130 TELEGRAPH ROAD, QUANTICO VA 22134 QUANTICO, VA 22134 UNITED STATES Brian Crossland, Field Operations Support Officer Email: brian.crossland@ncis.navy.mil Telephone: 973-1785-3975

Continuation of Deliveries or Performance

PERFORMANCE LOCATION

Naval Criminal Investigative Service Resident Agency, Middle East Djibouti (NCISRA MEDJ)

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Required On Delivery Date 08 Sep 2026 Period of Performance From 08 Sep 2026 To 07 Jun 2027	12 Months	Place of Performance DoDAAC: N63285 CountryCode: USA NCIS QUANTICO VA 27130 TELEGRAPH ROAD, QUANTICO VA 22134 QUANTICO, VA 22134 UNITED STATES Brian Crossland, Field Operations Support Officer Email: brian.crossland@ncis.navy.mil Telephone: 973-1785-3975
Option Line Item 1001	Delivery Required On Delivery Date 08 Sep 2027 Period of Performance From 08 Sep 2027 To 07 Sep 2028	12 Months	Place of Performance DoDAAC: N63285 CountryCode: USA NCIS QUANTICO VA 27130 TELEGRAPH ROAD, QUANTICO VA 22134 QUANTICO, VA 22134 UNITED STATES Brian Crossland, Field Operations Support Officer Email: brian.crossland@ncis.navy, Telephone: 973-1785-3975
Option Line Item 2001	Delivery Required On Delivery Date 08 Sep 2028	12 Months	Place of Performance DoDAAC: N63285 CountryCode: USA NCIS QUANTICO VA 27130 TELEGRAPH ROAD, QUANTICO VA 22134 QUANTICO, VA 22134 UNITED STATES Brian Crossland, Field Operations Support Officer Email: brian.crossland@ncis.navy.mil Telephone: 973-1785-3975

	Period of Performance From 08 Sep 2028 To 07 Sep 2029		
Option Line Item 3001	Delivery Required On Delivery Date 08 Sep 2029 Period of Performance From 08 Sep 2029 To 07 Sep 2030	12 Months	Place of Performance DoDAAC: N63285 CountryCode: USA NCIS QUANTICO VA 27130 TELEGRAPH ROAD, QUANTICO VA 22134 QUANTICO, VA 22134 UNITED STATES Brian Crossland, Field Operations Support Officer Email: brian.crossland@ncis.navy.mil Telephone: 973-1785-3975
Option Line Item 4001	Delivery Required On Delivery Date 08 Sep 2030 Period of Performance From 08 Sep 2030 To 07 Sep 2031	12 Months	Place of Performance DoDAAC: N63285 CountryCode: USA NCIS QUANTICO VA 27130 TELEGRAPH ROAD, QUANTICO VA 22134 QUANTICO, VA 22134 UNITED STATES Brian Crossland, Field Operations Support Officer Email: brian.crossland@ncis.navy.mil Telephone: 973-1785-3975

Continuation of Accounting and Appropriation Data

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 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		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.239-7018	Supply Chain Risk.	Dec 2022		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

DFARS Clauses Incorporated by Full Text

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

As prescribed in 232.7004(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

___

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

Invoice 2in1

(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	**N50082**
Issue By DoDAAC	N63285
Admin DoDAAC	N63285
Inspect By DoDAAC	N63285
Ship To Code	N63285
Ship From Code	___
Mark For Code	___

Service Approver (DoDAAC)	N63285
Service Acceptor (DoDAAC)	N63285
Accept at Other DoDAAC	____
LPO DoDAAC	N63285
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

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

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

(g) *WAWF point of contact.*

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

NCIS_COMPTROLLER@NCIS.NAVY.MIL

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

(End of clause)

Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

Addendum to Contract Clauses

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.233-1	Disputes. (Deviation 2026-O0038)	Feb 2026		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026		
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984		
52.208-4	Vehicle Lease Payments.	Apr 1984		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.203-17	Contractor Employee Whistleblower Rights.	Nov 2023		

FAR Clauses Incorporated by Full Text

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

As prescribed in 52.107(b), insert the following clause:

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/browse/index/far https://www.acquisition.gov/dfars ____[Insert one or more Internet addresses]

(End of clause)

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

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

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

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

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

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Solicitation Provisions

FAR Clauses Incorporated by Full Text

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered 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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that-

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(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)

252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) *Representation*. The Offeror represents that it ☐ does, ☐ 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.

(End of provision)

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

Evaluation - Commercial Products and Commercial Services

Addendum to Evaluation - Commercial Product and Commercial Services

Offeror Representations and Certifications - Commercial Products and Commercial Services

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.211-6	Brand Name or Equal.	Aug 1999		
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	Feb 2026		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026

FAR Clauses Incorporated by Full Text

52.204-26 Covered Telecommunications Equipment or Services-Representation. (Oct 2020)

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)
(1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered 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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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

As prescribed in 52.107(a), insert the following provision:

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):

_____[Insert one or more Internet addresses]

(End of provision)