Solicitation/Contract Form

Wildland PPE and Tools

Wildland PPE and Tools
Product Service Code: 4210

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Wildland PPE & Tools Product Type Code: 1290 Product Service Code: 4210 Pricing Arrangement: Firm Fixed Price	45	Each		
0002	Wildland PPE Pants Product Service Code: 4210 Pricing Arrangement: Firm Fixed Price	55	Each		
0003	Wildland Black Leather Belts Product Service Code: 4210 Pricing Arrangement: Firm Fixed Price	85	Each		
0004	Wildland Gloves Product Service Code: 4210 Pricing Arrangement: Firm Fixed Price	60	Each		
0005	Wildland Face/Neck Shrouds Product Service Code: 4210 Pricing Arrangement: Firm Fixed Price	20	Each		
0006	Wildland Boots Product Service Code: 4210 Pricing Arrangement: Firm Fixed Price	55	Each		
0007	Wildland Goggles Product Service Code: 4210 Pricing Arrangement: Firm Fixed Price	40	Each		
0008	Headlamps Product Service Code: 4210 Pricing Arrangement: Firm Fixed Price	30	Each		
0009	Wildland Face Protector Mask (Brand Name or Equal: Hot Shield HS-2 or equivalent with N-95 particulate filtered mask) Product Service Code: 4210 Pricing Arrangement: Firm Fixed Price	20	Each		

Description/Specifications/Statement of Work

Requirements

FY26-F18AC-374425-FM9-CEF Wildland PPE & Tools

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: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil
0002	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil
0003	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil
0004	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil
0005	Inspection and Acceptance Location

	Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil
0006	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil
0007	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil
0008	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil
0009	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES

Aaron Leal
Email: aaron.leal.1@us.af.mil

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	45 Each	Ship To DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil	FoB Details Contractor Destination
0002	Delivery Schedule From date of lead time event to date of latest delivery 90 Calendar Days Date of Award	55 Each	Ship To DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil	FoB Details Contractor Destination
0003	Delivery Schedule From date of lead time event to date of latest delivery 90 Calendar Days Date of Award	85 Each	Ship To DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil	FoB Details Contractor Destination
0004	Delivery Schedule From date of lead time event to date of latest delivery 90 Calendar Days Date of Award	60 Each	Ship To DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil	FoB Details Contractor Destination
0005	Delivery Schedule From date of lead time event to date of latest delivery 90 Calendar Days Date of Award	20 Each	Ship To DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil	FoB Details Contractor Destination
0006	Delivery Schedule From date of lead time event to date of latest delivery 90 Calendar Days Date of Award	55 Each	Ship To DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil	FoB Details Contractor Destination

0007	Delivery Schedule From date of lead time event to date of latest delivery 90 Calendar Days Date of Award	40 Each	Ship To DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil	FoB Details Contractor Destination
0008	Delivery Schedule From date of lead time event to date of latest delivery 90 Calendar Days Date of Award	30 Each	Ship To DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil	FoB Details Contractor Destination
0009	Delivery Schedule From date of lead time event to date of latest delivery 90 Calendar Days Date of Award	20 Each	Ship To DoDAAC: F1H3A8 CountryCode: USA F1H3A8 9 CES CERF AF BPN NO MLSBLS PROC CP5306345122, 6451 B ST BLDG 2359 MAINT ENG BEALE AFB, CA 95903-1508 UNITED STATES Aaron Leal Email: aaron.leal.1@us.af.mil	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. (Tailored) (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.

(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	F87700
Issue By DoDAAC	FA4686
Admin DoDAAC	FA4686
Inspect By DoDAAC	F1H3A8
Ship To Code	F1H3A8
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	F1H3A8
Service Acceptor (DoDAAC)	F1H3A8
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

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

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

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

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

(g) *WAWF point of contact.*

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

___

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

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

(End of clause)

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-50	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		
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act. (Deviation 2026-O0038)	Feb 2026		
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act. (Deviation 2026-O0038) (Alternate II)	Feb 2026	Alternate II	Feb 2026
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2026		
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		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	Apr 2026	Deviation 2025-O0003	Mar 2025

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		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

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

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

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

(a)

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

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

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

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

Line item No.	Country of origin
____	____
____	____

[List as necessary]

(c)

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

Other Foreign End Products:

Line Item No.	Country of origin
____	____

____ ____

[List as necessary]

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

Line Item No. ____

[List as necessary]

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

(End of provision)

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

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

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

Israeli End Products:

Line Item No.
_____
____
____

[List as necessary]

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Deviation 2026-O0038) (Feb 2026)

Tax on Certain Foreign Procurements-Notice and Representation (Feb 2026) (Deviation 2026-O0038)

(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		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		

DFARS Clauses Incorporated by Reference

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

Evaluation Factors for Award

FAR Clauses Incorporated by Full Text

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

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

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

The Government intends to award a single-firm fixed price contract to the responsible offeror whose quote confirms to the solicitation requirement and is the Lowest Price Technically Acceptable (LPTA) offer. Contractor shall ensure quotes are valid for 30 days. The lowest proceed quote will be evaluated based on the technical criteria below:

Factor 1: Technical Sub-Factor 1.1: Product Specification: The Offeror meets this sub-factor when its proposed products meet the specifications as outlined in the Statement of Need. Attached with the quote, the Offeror shall provide a specification sheet that clearly outlines the equipment needed as stated in the Statement of need.

Sub-Factor 1.2: Delivery: The Offeror meets this sub-factor when its quote clearly specifies a delivery date that meets the minimum requirements as outlined in the delivery section of the statement of need.

Factor 2: Price will be evaluated for fair and reasonableness by using price analysis techniques. The total evaluated price (TEP) will include all CLINs. Offerors with technically unacceptable proposals will not be evaluated for price.

The lowest priced offer will be evaluated for technically acceptability. If technically acceptable, that offeror will be awarded the contract, and no other offers will be evaluated. If the lowest priced offer is technically unacceptable, the next lowest priced offer will be evaluated, and so on, until a technically acceptable offer is found. This LPTA approach prioritizes cost-effectiveness while ensuring technical capability.

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

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

(End of provision)