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

*NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.*

| 1. REQUISITION NUMBER | PAGE 1 OF |
|---|---|
| | 35 |

| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | W912LR26QA040 | 12 AUG 2026 |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER *(No collect calls)* | 8. OFFER DUE DATE/ LOCAL TIME |
|---|---|---|---|
| | CARLOS CASTRO | 7872891400 | 03 SEP 2026 02:00 PM |

| 9. ISSUED BY | CODE | 10. THIS ACQUISITION IS | |
|---|---|---|---|
| W7PA USPFO ACTIVITY PR ARNG<br>KO FOR PRARNG DO NOT DELETE, USAG BLDG 540 BORINQUENEER ST<br>FORT BUCHANAN 00934<br>PUERTO RICO<br>CARLOS CASTRO, EMAIL: CARLOS.J.CASTRO11.MIL@ARMY.MIL<br>TELEPHONE: 7872891400 | W912LR | ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:<br>☒ SMALL BUSINESS<br>☐ HUBZONE SMALL BUSINESS<br>☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)<br>☐ WOMEN-OWNED SMALL BUSINESS (WOSB)<br>☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)<br>☐ 8(A) | NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561210<br>SIZE STANDARD: USD 47,000,000.00 |

| 11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED | 12. DISCOUNT TERMS | 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) | 13b. RATING<br>14. METHOD OF SOLICITATION |
|---|---|---|---|
| ☐ SEE SCHEDULE | | ☐ | ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP) |

| 15. DELIVER TO | CODE | 16. ADMINISTERED BY | CODE |
|---|---|---|---|
| SEE SCHEDULE | | | |

| 17a. CONTRACTOR/ OFFEROR | CODE | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY | CODE |
|---|---|---|---|---|
| TELEPHONE NUMBER | | | | |

| 17b. ☐ CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM |
|---|---|

| 19. ITEM NUMBER | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | SEE SCHEDULE<br>*(Use Reverse and/or Attach Additional Sheets as Necessary)* | | | | |

| 25. ACCOUNTING AND APPROPRIATION DATA | 26. TOTAL AWARD AMOUNT *(For Government Use Only)* |
|---|---|
| SEE SECTION G - CONTRACT ADMINISTRATION DATA | |

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

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

| ☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | ☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE |
|---|---|

| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)* |
|---|---|
| | |

| 30b. NAME AND TITLE OF SIGNER *(Type or print)* | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER *(Type or print)* | 31c. DATE SIGNED |
|---|---|---|---|
| | | | |

## Section A - Solicitation/Contract Form

Instrument Name: Independent Condition Assessment of Solar PV Systems Non-Personal Services at PRARNG Garrison CSJTC and Fort Allen

Product Service Code : H361

## Section B - Supplies or Services & Prices or Costs

### Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Camp Santiago Solar PV System Assessment & Report: Provide all personnel, equipment, tools, materials, transportation, and supervision to perform a comprehensive technical, visual, electrical, structural, and thermal assessment of the ground-mounted solar PV system at Camp Santiago, Salinas, PR, in accordance with the Performance Work Statement (PWS). Price includes the delivery and acceptance of the Camp Santiago portion of the final Comprehensive Condition Assessment Report (including all site-specific testing logs, thermal imagery, and deficiency registers).<br><br>Product Service Code: H359<br><br>North American Industry Classification System (NAICS): 561210<br><br>Claimant Program Code: S1<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Job | | |
| 0002 | Fort Allen Solar PV Systems Assessment & Report: Provide all personnel, equipment, tools, materials, transportation, and | 1 | Job | | |

| | | | | | |
|---|---|---|---|---|---|
| | supervision to perform a comprehensive technical, visual, electrical, structural, and thermal assessment of the ground-mounted and carport solar PV systems at Fort Allen, Juana Diaz, PR in accordance with the Performance Work Statement (PWS). Price includes the delivery and acceptance of the Fort Allen portion of the final Comprehensive Condition Assessment Report (including all site-specific testing logs, thermal imagery, and deficiency registers).<br><br>Product Service Code: H359<br><br>North American Industry Classification System (NAICS): 561210<br><br>Claimant Program Code: S1<br><br>Pricing Arrangement: Firm Fixed Price | | | | |

## Section C - Description/Specifications/Statement of Work

*Independent Condition Assessment of Solar PV Systems Non-Personal Services*: The prime contractor (henceforth referred as "contractor") shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform an Independent Condition Assessment of Solar PV Systems Non-Personal Services of the current condition of a Solar PV Systems Services, as defined in Attachment 0001 - Solar PV System Technical Assessment PWS Rev30Jul2026.pdf

*** END OF NARRATIVE ***

### Requirements

Independent Condition Assessment of Solar PV Systems Non-Personal Services at PRARNG Garrison CSJTC and Fort Allen (see Attachment 0001 to Section C Solar PV System Technical Assessment PWS Rev12Aug2026.pdf)

## Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

| | |
|---|---|
| 0001 | Party to receive Inspection<br>Other<br><br>DoDAAC: W58BNE<br>CountryCode: PRI<br>W8BC PRARNG ELEMENT, JF HQ<br>BLDG 552, BORINQUENEER ST<br>FORT BUCHANAN 00934-0000<br>PUERTO RICO<br><br>SSG Edgardo de Jesus Morales |
| 0002 | Party to receive Inspection<br>Other<br><br>DoDAAC: W58BNE<br>CountryCode: PRI<br>W8BC PRARNG ELEMENT, JF HQ<br>BLDG 552, BORINQUENEER ST<br>FORT BUCHANAN 00934-0000<br>PUERTO RICO<br><br>SSG Edgardo de Jesus Morales |

## Section F - Deliveries or Performance

| | |
|---|---|
| 0001 | **Delivery Schedule**<br>From date of lead time event to completion of performance<br>90 Calendar Days<br><br>Date of Award<br>**Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: W58BNE<br>CountryCode: PRI<br>W8BC PRARNG ELEMENT, JF HQ<br>BLDG 552, BORINQUENEER ST FORT BUCHANAN 00934-0000 PUERTO RICO<br><br>SSG Edgardo de Jesus Morales |
| 0002 | **Delivery Schedule**<br>From date of lead time event to completion of performance<br>90 Calendar Days<br><br>Date of Award<br>**Quantity** 1 Job<br><br>**Address and POC**<br>Place of Performance<br>DoDAAC: W58BNE<br>CountryCode: PRI<br>W8BC PRARNG ELEMENT, JF HQ<br>BLDG 552, BORINQUENEER ST FORT BUCHANAN 00934-0000 PUERTO RICO<br><br>SSG Edgardo de Jesus Morales |

# Section G - 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. | 2018-12 | | |

## DFARS Clauses Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.232-7006 | Wide Area WorkFlow Payment Instructions. | 2023-01 | | |

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.

Not applicable.

(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.

Submit a Invoice 2in1 (Services)

(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 | HQ0670 |
| Issue By DoDAAC | W912LR |
| Admin DoDAAC | W912LR |
| Inspect By DoDAAC | Not applicable |
| Ship To Code | Not applicable |
| Ship From Code | Not applicable |
| Mark For Code | Not applicable |
| Service Approver (DoDAAC) | Not applicable |

Service Acceptor (DoDAAC) W58BNE
Accept at Other DoDAAC Not applicable
LPO DoDAAC Not applicable
DCAA Auditor DoDAAC Not applicable
Other DoDAAC(s) Not applicable

(*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)

# Section I - Contract Clauses

**5132.702(a)(i)(B) Availability of Funds**

**Funds are not presently available for this acquisition. No award of a purchase order will be made until appropriated funds are made available.**

*** END OF NARRATIVE ***

## 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. | 2017-01 | | |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038) | 2026-02 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | 2026-02 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | 2026-02 | | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | 2026-02 | | |
| 52.219-6 | Notice of Total Small Business | 2026-02 | | |

| | | |
|---|---|---|
| | Set-Aside. (Deviation 2026-O0038) | |
| 52.222-3 | Convict Labor. (Deviation 2026-O0038) | 2026-02 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | 2026-02 |
| 52.222-41 | Service Contract Labor Standards. (Deviation 2026-O0038) | 2026-02 |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | 2026-02 |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | 2024-05 |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | 2018-10 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | 2023-03 |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | 2026-02 |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | 2026-02 |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) | 2026-02 |

| | | |
|---|---|---|
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-04 |

## 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. | 2011-09 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | 2022-12 | | |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | 2024-05 | | |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | 2023-01 | | |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | 2023-01 | | |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | 2023-06 | | |
| 252.232-7010 | Levies on Contract Payments. | 2006-12 | | |
| 252.237-7010 | Prohibition on Interrogation of | 2023-01 | | |

| | | |
|---|---|---|
| | Detainees by Contractor Personnel. | |
| 252.247-7023 | Transportation of Supplies by Sea. | 2024-10 |

**FAR Clauses Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.222-42 | Statement of Equivalent Rates for Federal Hires. | 2014-05 | | |

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

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

(End of clause)

## DFARS Clauses Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7021 | Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. | 2025-11 | | |

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause-

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity

Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential

statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) Requirements. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: CMMC Level 1 Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) Reporting. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task

order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) Subcontracts. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

| Identifier | Document Name | Document Description | Reference Identifier | Date | Line Item | Page Numbers | Document Type | Provided Under Separate Cover |
|---|---|---|---|---|---|---|---|---|
| 0001 | Solar PV System Technical Assessment PWS Rev12Aug2026 | Performance Work Statement | | 12 Aug 2026 | | 25 | Attachment | No |
| 0002 | As-Built Solar Electric System Camp Santiago | Specification | As-Built Drawings | 16 Jun 2015 | | 31 | Attachment | No |
| 0003 | As-Built Solar Electric System Fort Allen | Specification | As-Built Drawings | 27 May 2020 | | 8 | Attachment | No |
| 0005 | Service Contract Act WD # 2015-5703 Rev 28 | Wage Determination | https://sam.gov/wage-determination/2015-5703/28 | 13 May 2026 | | | Attachment | No |
| 0006 | Service Contract Act WD # 2015-5713 Rev 29 | Wage Determination | https://sam.gov/wage-determination/2015-5713/29 | 13 May 2026 | | | Attachment | No |

# Section K - Representations, Certification, & Other Statements

## FAR Provisions 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) | 2026-02 | | |

## DFARS Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials. | 2022-09 | | |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls. | 2016-10 | | |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | 2022-05 | | |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. | 2023-06 | | |

## DFARS Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. | 2021-05 | | |

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)

# Section L - Instructions, Conditions, & Notices to Offerors or Quoters

## FAR Provisions 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. | 2017-01 | | |
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | 2026-02 | | |

## DFARS Provisions 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. | 2023-03 | | |

## FAR Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation | 2026-02 | | |

2026-O0038) (Tailored)

Instructions to Quoters - Commercial Products and Commercial Services (Feb 2026). As prescribed in 12.205(a), the subsequent provision is replaced in its entirety:

This is a Request for Quotations under Revolutionary Federal Acquisition Regulation Overhaul (RFO FAR) Part 12 using procedures described in 12.201-1 Simplified Procedures for commercial services. The following instructions cover specific preparation and submission of the quoter's quote for this solicitation. Quoters must follow the instructions contained herein. Quoters are cautioned that any noncompliance with the terms and conditions of the RFQ may cause their quote to be determined not eligible for award.

(a) Submission of quotations. Submit signed and dated quotes to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, quotes shall include -

(1) The solicitation number.

(2) The name, address, telephone number of the quoter.

(3) The quoter's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator.

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation.

(5) Responses to provisions that require quoter completion of information, representations, and certifications in accordance with RFO FAR Part 4 (if other than those collected via the System for Award Management (SAM)).

Responses to provisions that require quoter completion of information, representations, and certifications (if other than those collected via the System for Award Management (SAM)).

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(7) Quoters shall provide the following:

(i) Table of Volumes: Provide the following two separate volumes:

| Volume | Page Limit | No. of Copies | Description |
|---|---|---|---|
| | | | |

| | | | |
|---|---|---|---|
| Vol. 1: Priced Quote | N/A | One digital copy | Submit the completed SF 1449 and amendments. Equivalents will not be accepted. |
| Vol 2: Past Performance | 3 pages | One digital copy | Submit at least **two relevant** project references of work performed within the past three (3) years demonstrating successful completion of a technical inspection, thermographic assessment, or condition report of commercial or utility-scale Solar PV systems or complex electrical distribution networks of similar size (e.g., megawatts capacity) [PWS 1.2.4, 1.2.5]. If reference is a Federal award, include Contract/Order Number (PIID). Include title, scope, and reference point of contact. Include a summary of the scope performed and how it is relevant to this acquisition. |
| Vol 3: Technical Suitability | 5 pages | One digital copy | Submit a brief narrative outlining the technical approach and methodology for executing all required PWS assessments (visual, thermal, electrical, and structural) [PWS 5.1-5.17]. Explicitly describe how you will ensure complete independence and non-interference with the existing Energy Savings Performance Contract (ESPC) operations [PWS 5.0 Caveat]. Outline your safety procedures, testing equipment, and capability to deliver the comprehensive 100-200-page report within the 90-day Period of Performance [PWS 1.3, 5.18]. Explain how your firm will perform and is qualified to conduct:<br><br>Electrical Diagnostics: Ability to conduct insulation resistance (Megger) |

| | | | |
|---|---|---|---|
| | | | testing, IV curve testing, and string voltage/current testing on high-voltage (1000VDC) commercial systems and medium-voltage substations. [PWS 5.3, 5.7, 5.18.8]<br><br>Code Compliance Knowledge: Ability to visually inspect and assess hazards in accordance with National Electric Code (NEC) NFPA 70 and NFPA 855 (Energy Storage Systems). [PWS 5.11, 5.18.4]<br><br>Thermography: Personnel must be qualified to operate thermal imaging equipment and interpret thermographic data to detect module hot spots and electrical anomalies. [PWS 5.12, 5.18.3, 5.18.8]<br><br>Battery Energy Storage Systems (BESS): Expertise to evaluate battery State of Health (SOH), State of Charge (SOC), and Battery Management Systems (BMS). [PWS 5.5, Technical Exhibit 3]<br><br>Must be explicitly addressed in this volume. Generic, unsubstantiated descriptions, may be rejected. |

(ii) No replacements will be accepted for Volume 1 - Quote SF 1449.

(iii) Volumes shall not exceed the maximum page specified. Font size will not be smaller than 11. Total document pages of the file will count the total pages in the file. Page limit will be enforced and failure to follow page limit may result in non-consideration.

(iv) We may consider any significant failure to comply with these instructions to be indicative of what we could expect from you during contract performance. Please contact our contracting officer if you do not understand any part of these instructions.

(8) Quotations shall be submitted as one email with three separate volumes to:

ng.prarng.purchasing-and-contracting.mbx@army.mil

(9) Do not submit links to online storage systems or files that require forms of authentication as they may not be viewable in US Government computers.

(b) Period for acceptance of quotes. The quoter agrees to hold the prices in its quote firm for ***60 calendar days*** from the date specified for receipt of quotes, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of quotations*.

(1) Quoters are responsible for submitting quotes and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any quote, modification, or revision received after the time specified for receipt of quotes is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late quote would not unduly delay the acquisition. However, a late modification of an otherwise successful quote that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that quotes cannot be received at the Government office designated for receipt of quotes by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of quotes will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Reserved.

(d) Award of Purchase Order. The Government intends to review quotes and award a firm-fixed-price (FFP) purchase order. The quoter's initial quote should contain the quoter's best terms. The Government reserves the right to seek clarifications on the contents of the quote if determined necessary by the Contracting Officer. The Government may reject any or all quotes if such action is in the public interest and waive informalities and minor irregularities in quotes received.

(e) *Debriefings*. If a post award debriefing is given to requesting Offerors, the Government will disclose the following information, *if applicable*:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

**CONTRACTING OFFICER NOTE (APPLICABILITY OF PARAGRAPH (e))**: This solicitation is a Request for Quotations (RFQ). A quotation is not an offer, and this is not a request for proposals. Because this is a Request for Quotations (RFQ) utilizing simplified commercial procedures, formal post-award debriefings under RFO FAR Part 15 and paragraph 52.212-1(e) do not apply. The Government will not provide ratings, point scores, or evaluations of significant weaknesses, deficiencies, or overall rankings. The Government may provide a brief explanation to unsuccessful quoters upon request, consistent with RFO Part 12.301(b).

(End of Tailored 52.212-1)

**Addendum 1 to 52.212-1, Instructions to Quoters - Commercial Products and Commercial Services**

National Guard Agency Protest Program

NG Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns with the National Guard (NG) as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum.

Contract award or performance is suspended during the protest to the same extent, and within the same time periods as if filed at the GAO. The NG protest decision goal is to resolve protests within 35 calendar days from filing. An agency protest may be filed with either the Contracting Officer or the NG Agency's Protest Decision Authority, but not both, in accordance with NG protest procedures.

To be timely, the protests must be filed with the periods specified in RFO 33.103. To file a protest under the NG Agency Protest Program, the protest must request resolution under that program and be sent to the address below:

Puerto Rico National Guard United States Property and Fiscal Office for Puerto Rico Purchasing & Contracting Division Chief of the Contracting Office
ATTN: MAJ ROLANDO PEREZ
Email: rolando.perez.9@us.af.mil

Copy: ng.prarng.purchasing-and-contracting.mbx@army.mil

National Guard Bureau

Office of the Director of Acquisitions/ Head of Contracting Activity

ATTN: NGB-AQ-O
111 S. George Mason Dr.
Arlington, VA 22204

Email: ng.ncr.ngb-arng.mbx.ngb-task-order-ombudsman@mail.mil

All other agency-level protests should be sent to the Contracting Officer for a resolution at the address in the solicitation. See RFO clause 52.233-2.

NG Public-facing, general Protest information is found at: https://www.nationalguard.mil/Leadership/Joint-Staff/Special-Staff/Director-of-Acquisitions

Directorate of Acquisitions information for the contracting enterprise is found at https://gko.portal.ng.mil/ngb/STAFF/D01/D01/OI/Protests%20and%20Complaints/Forms/AllItems.aspx

(End of Addendum 2, National Guard Agency Protest Program)

## DFARS Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7025 | Notice of Cybersecurity Maturity Model Certification Level Requirements. | 2025-11 | | |

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

(a) Definitions. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model

Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: CMMC Level 1 [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

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

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

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

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

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

(End of provision)

# Section M - Evaluation Factors for Award

## FAR Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.212-2 | Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Tailored) | 2026-02 | | |

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

Provision under 52.212-2 is replaced in its entirety as follows and tailored in accordance with 12.205(b):

(a) Evaluation: The Government will evaluate quotations and intends to award a Firm-Fixed-Price (FFP) purchase order resulting from this solicitation to the responsible quoter who submits the lowest-priced, conforming quotation. This acquisition is being conducted under the Simplified Procedures of the Revolutionary FAR Overhaul (RFO 12.201-1) for commercial services. Quoters are cautioned that any noncompliance with the terms and conditions of the RFQ may cause their quote to be determined ineligible for award.

(1) Conforming Quotations: To be considered for award, a quotation must demonstrate a complete understanding of the requirements and conform fully to all terms, conditions, specifications, and attachments of this solicitation (including the Performance Work Statement (PWS) and delivery schedules) [PWS 1.3, 5.18]. Quotations failing to meet all solicitation requirements will be determined non-conforming and will not be considered for award. The Government reserves the right to seek clarification on the contents of any quotation if determined necessary by the Contracting Officer.

(2) Price Evaluation: Quotations will be evaluated in accordance with RFO 12.203(a) and RFO 12.204(a) for total PRICE ONLY. The total evaluated price shall be inclusive of all labor, travel, specialized testing equipment, and transportation charges to DESTINATION (FOB Destination: Camp Santiago in Salinas, PR, and Fort Allen in Juana Diaz, PR) [PWS 1.2.1, 1.2.2]. The Government will review the quoted price to determine price reasonableness. Price reasonableness may be established by comparing the quoted prices received in response to the solicitation, comparing quotes to the Independent Government Estimate (IGE), or utilizing other accepted simplified evaluation techniques in accordance with RFO 12.203(c)(2).

(b) Notice of Purchase Order Award: Consistent with RFO 12.201-1(b), a quotation is not an offer and cannot be accepted by the Government to form a binding contract. The purchase order issued by the Government represents an offer to the supplier to buy certain services upon specified terms and conditions. A binding

contract is formed only when the supplier accepts the Government's offer, either by executing and returning the written acceptance of the purchase order or by commencing substantial performance under the order. The Contracting Officer may request that the contractor provide formal written acceptance of the order.

(c) ***Affirmative Responsibility Determination & Performance Risk***: In accordance with RFO Part 9, the Contracting Officer must make an affirmative determination that the apparent successful quoter is responsible before awarding a purchase order. Separate from the price evaluation described in paragraph (a)(2), if the lowest conforming quotation features a price that appears abnormally or unrealistically low, the Contracting Officer will utilize this as an indicator of high performance and safety risk. Because of the specialized and highly technical nature of conducting utility-scale solar PV and medium-voltage electrical assessments, an abnormally low price raises material concerns regarding whether the quoter has allocated sufficient resources to:

- Retain certified solar PV technicians (e.g., NABCEP certified) and certified thermographers [PWS 1.4.6];

- Perform specialized testing (such as DC string testing, insulation resistance testing, and thermographic imaging) without causing damage or interfering with the active Energy Savings Performance Contract (ESPC) operations [PWS 5.0 Caveat, 5.3, 5.12]; and

- Deliver a comprehensive, high-quality 100-to-200-page Condition Assessment Report within the strict 90-day Period of Performance [PWS 1.3, 5.18].

In such cases, the Contracting Officer may require the lowest considered quoter to submit a detailed price breakdown (including labor rates, travel costs, testing equipment, and subcontractor agreements) and a risk-mitigation plan. This information will be used solely to make a pass/fail determination of responsibility. Failure of the quoter to demonstrate the capacity, competence, and financial viability to perform the requirement at the quoted price will result in a determination of non-responsibility.

Because this solicitation is set aside for Small Businesses (SB), any determination of non-responsibility for the apparent successful quoter will be referred to the cognizant Small Business Administration (SBA) office for a Certificate of Competency (COC) determination in accordance with RFO Part 19.

(End of provision)