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 16
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER FA700026Q0097	6. SOLICITATION ISSUE DATE 12 Aug 2026
7. FOR SOLICITATION INFORMATION CALL:	a. NAME SANA HAMAD		b. TELEPHONE NUMBER (no collect calls) 7193334683	8. OFFER DUE DATE/ LOCAL TIME 24 Aug 2026 02:00 PM

9. ISSUED BY CODE: FA7000 FA7000 10 CONS LGC 8110 INDUSTRIAL DR STE 200, CP 719 333 4019 USAF ACADEMY, CO 80840-2303 UNITED STATES SANA HAMAD, Email: sana.hamad@us.af.mil Telephone: 7193334683 Nicole Cibula, Email: nicole.cibula@us.af.mil Telephone: 333-6674	10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☒ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 332510 ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: 750 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A)

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

15. DELIVER TO CODE: See Schedule	16. ADMINISTERED BY CODE:
17a. CONTRACTOR/ OFFERER CODE FACILITY CODE: TELEPHONE NUMBER	18a. PAYMENT WILL BE MADE BY CODE:
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

Solicitation/Contract Form

FY26 DPME Heat Treat Oven

F4BWY06107A001 Heat Treat Oven
Product Service Code: 3424

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Two (2) primary high-temperature heat treating ovens Product Service Code: 3424 Pricing Arrangement: Firm Fixed Price	2	Each		
0002	Two (2) compact auxiliary high-temperature ovens Product Service Code: 3424 Pricing Arrangement: Firm Fixed Price	2	Each		
0003	One (1) long-chamber high-temperature heat treating oven Product Service Code: 3424 Pricing Arrangement: Firm Fixed Price	1	Each		
0004	Two (2) dedicated tempering ovens Product Service Code: 3424 Pricing Arrangement: Firm Fixed Price	2	Each		

Description/Specifications/Statement of Work

DESCRIPTION OF REQUIREMENT (BRAND NAME OR EQUAL)

The Government's technical baseline for this requirement is the Evenheat product family (KO, LT, Cube, and KF Extreme series). Any proposed equipment must meet or exceed the minimum salient characteristics outlined below.

At a minimum, the equipment must include the following oven types and quantities:
Two (2) primary high-temperature heat treating ovens
Two (2) compact auxiliary high-temperature ovens
One (1) long-chamber high-temperature heat treating oven
Two (2) dedicated tempering ovens

All ovens must:
Be new electric ovens intended for use in a metallurgy, materials, or mechanical engineering laboratory
Be suitable for repeated instructional, laboratory, and research use by multiple operators with varying experience levels
Include programmable controls suitable for repeatable thermal processing
Include an intuitive touchscreen controller and interface with direct access to program creation, editing, and execution
Be substantially easier to program and operate than legacy furnace controls requiring multiple non-intuitive steps for basic operation
Include a solid-state power switching system for reliable operation and reduced maintenance relative to traditional mechanical relay-only designs
Include English-language documentation
Include user manuals in print or digital format
Include at least a 1-year manufacturer warranty
Include standard components and accessories required for safe basic operation
Include manufacturer or vendor technical support for installation and initial setup

All high temperature heat treat ovens must:
Include an integrated touchscreen controller
Include direct on-screen access to program creation, editing, storage, and execution without requiring multiple nested menus for routine operation
Include programmable controls capable of storing and executing multiple user-defined heat treatment programs
Allow multi-step programmed heating cycles with user-defined setpoints, hold times, and process sequencing suitable for heat treatment
Display current temperature, setpoint, active program, and current program step during operation
Allow operators to start a saved program, edit a program, and adjust common settings directly from the main user interface
Be suitable for efficient operation by novice and intermittent users in an academic laboratory environment
Include an audible end-of-cycle or alarm notification
Include a door-open power interrupt or equivalent safety feature that removes power from the heating elements when the door is opened

The primary high-temperature heat treating ovens must:
Be front-loading electric heat-treating ovens with a front-access door
Have a maximum operating temperature of at least 2350F
Have internal chamber dimensions of at least 9" W 5" H 18" D
Have an exterior footprint not exceeding 24" W 26" D
Operate on nominal 240V single-phase power with a NEMA 6-30 or NEMA 6-20 plug

The compact auxiliary high-temperature ovens must:
Be compact electric heat treating ovens intended for small-batch metallic heat treatment, research coupons, or small laboratory components

Have a maximum operating temperature of at least 2350F
Have internal chamber dimensions of at least 7" W 5" H 7" D
Have an exterior footprint not exceeding 20" W 24" D
Operate on nominal 120V single-phase power with a NEMA 5-15 plug

The long-chamber high-temperature heat treating oven must:
Be a front-loading electric heat treating oven with a front-access door intended for long metallic components, oversized samples, fixtures, or research hardware
Have a maximum operating temperature of at least 2200F
Have internal chamber dimensions of at least 10" W 6" H 49" D
Have an exterior footprint not exceeding 28" W 66" D
Operate on nominal 240V single-phase power with a max required breaker size of 60A

The dedicated tempering ovens must:
Be dedicated tempering ovens intended for low-temperature post-heat-treatment processing of metallic components
Have a maximum operating temperature of at least 1000F
Have internal chamber dimensions of at least 9" W 5" H 18" D
Have an exterior footprint not exceeding 24" W 26" D
Operate on nominal 120V single-phase power with a NEMA 5-15 plug
Be designed to physically stack on top of the primary high-temperature heat treating ovens to minimize required bench space
Include manufacturer-designed stacking compatibility or stacking hardware for use with the primary heat-treat ovens
Include programmable controls capable of storing and executing user-defined tempering programs
Allow multi-step programmed heating cycles or timed tempering cycles suitable for repeated classroom and laboratory use

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: F4BWY0 CountryCode: USA HQ USAFA DF DIV OF ENGINEERING AF BPN NO MLSBLS PROC, 2354 FAIRCHILD DR USAF ACADEMY, CO 80840-6208 UNITED STATES Skyler Hilburn Email: Skyler.Hilburn@afacademy.af.edu Telephone: 7193338513
0002	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F4BWY0 CountryCode: USA HQ USAFA DF DIV OF ENGINEERING AF BPN NO MLSBLS PROC, 2354 FAIRCHILD DR USAF ACADEMY, CO 80840-6208 UNITED STATES Skyler Hilburn Email: Skyler.Hilburn@afacademy.af.edu Telephone: 7193338513
0003	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F4BWY0 CountryCode: USA HQ USAFA DF DIV OF ENGINEERING AF BPN NO MLSBLS PROC, 2354 FAIRCHILD DR USAF ACADEMY, CO 80840-6208 UNITED STATES Skyler Hilburn Email: Skyler.Hilburn@afacademy.af.edu Telephone: 7193338513
0004	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F4BWY0 CountryCode: USA HQ USAFA DF DIV OF ENGINEERING AF BPN NO MLSBLS PROC, 2354 FAIRCHILD DR USAF ACADEMY, CO 80840-6208 UNITED STATES Skyler Hilburn

Email: Skyler.Hilburn@afacademy.af.edu
Telephone: 7193338513

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Schedule From date of lead time event to delivery 120 Calendar Days Date of Award	2 Each	Ship To DoDAAC: F4BWY0 HQ USAFA DF DIV OF ENGINEERING AF BPN NO MLSBLS PROC 2354 FAIRCHILD DR USAF ACADEMY, CO 80840-6208 Skyler Hilburn Email: Skyler.Hilburn@afacademy.af.edu Telephone: 7193338513	FoB Details Contractor Destination
0002	Delivery Schedule From date of lead time event to delivery 120 Calendar Days Date of Award	2 Each	Ship To DoDAAC: F4BWY0 HQ USAFA DF DIV OF ENGINEERING AF BPN NO MLSBLS PROC 2354 FAIRCHILD DR USAF ACADEMY, CO 80840-6208 Skyler Hilburn Email: Skyler.Hilburn@afacademy.af.edu Telephone: 7193338513	FoB Details Contractor Destination
0003	Delivery Schedule From date of lead time event to delivery 120 Calendar Days Date of Award	1 Each	Ship To DoDAAC: F4BWY0 HQ USAFA DF DIV OF ENGINEERING AF BPN NO MLSBLS PROC 2354 FAIRCHILD DR USAF ACADEMY, CO 80840-6208 Skyler Hilburn Email: Skyler.Hilburn@afacademy.af.edu Telephone: 7193338513	FoB Details Contractor Destination
0004	Delivery Schedule From date of lead time event to delivery 120 Calendar Days Date of Award	2 Each	Ship To DoDAAC: F4BWY0 HQ USAFA DF DIV OF ENGINEERING AF BPN NO MLSBLS PROC 2354 FAIRCHILD DR USAF ACADEMY, CO 80840-6208 Skyler Hilburn Email: Skyler.Hilburn@afacademy.af.edu Telephone: 7193338513	FoB Details Contractor Destination

Contract Administration Data

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Combo

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

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

N/A

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F87700
Issue By DoDAAC	FA7000
Admin DoDAAC	FA7000
Inspect By DoDAAC	F4BWY0
Ship To Code	F4BWY0
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

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

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

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

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

(g) WAWF point of contact.

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

N/A

(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

DAF Part 1 Ombudsman

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

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

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Mr. James Anderson, 8110 Industrial Drive, STE 103, USAFA, CO 80840, Telephone number 719-333-2074, FAX 719-333-9018, Email: james.anderson.72@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

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

(End of clause)

DAF Part 23 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

(b) For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086[AR2]) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC- 213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(End of clause)

ADDENDUM to RFO 52.212-1

1. This Solicitation is being issued in accordance with (IAW) FAR Parts 12 as a Request for Quote. IAW RFO 12.201(b), in all instances throughout this solicitation any use of the word "proposal" should be understood as "quote". All instances of the word "offeror" should be understood as "quoter". All instances of the word "award" should

be understood as "order". Quotes supplied in response to this solicitation are not binding. Award of this requirement will be offered to the Quoter IAW RFO 52.212-2, found herein.

Late submissions:

2. Quoters are responsible for submitting quotations so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that quotations are due.

3. Any quotation received at the Government office designated in the solicitation after the exact time specified for receipt of quotations is late and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late quotation would not unduly delay the acquisition

4. If an emergency or unanticipated event interrupts normal Government processes so that quotations cannot be received at the Government office designated for receipt of quotations 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 quotations 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.

(End of clause)

Addendum to RFO 52.212-4(d) Changes.

Administrative changes in the terms and conditions of this contract may be written unilaterally by the Government. All other changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(End of clause)

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		
52.209-10	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		
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7018	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		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 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		

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)

252.225-7000 Buy American--Balance of Payments Program Certificate. (Feb 2024)

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number		Country of Origin
____	____	
____	____	
____	____	

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Line Item Number		Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
____	____	____	
____	____	____	
____	____	____	

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number ____

[List as necessary]

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

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

Evaluation Factors for Award

FAR Clauses Incorporated by Full Text

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

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

Technical

Past Performance

Price

____

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

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

(End of provision)