

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 26	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA524026Q0036	
6. SOLICITATION ISSUE DATE 09 Sep 2026		7. FOR SOLICITATION INFORMATION CALL:		a. NAME CYNTHIA CRUZ		b. TELEPHONE NUMBER (no collect calls) 6713665558	
8. OFFER DUE DATE/LOCAL TIME 18 Sep 2026 01:00 PM		9. ISSUED BY FA5240 36 CONS LGC APO AP 96543-4040, UNIT 14040 APO, AP 96543-4040 UNITED STATES CYNTHIA CRUZ, Email: cynthia.cruz.3@us.af.mil Telephone: 6713665558 LAUREN RENEE REYES, Email: lauren_renee.reyes.2@us.af.mil Telephone: 315-366-6612		CODE: FA5240		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR:	
		☐ SMALL BUSINESS		☐ WOMEN-OWNED SMALL BUSINESS (WOSB)		NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 333924	
		☐ HUBZONE SMALL BUSINESS		☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)		SIZE STANDARD: 900	
		☐ 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 See Schedule		CODE:		16. ADMINISTERED BY		CODE:	
17a. CONTRACTOR/OFFERER		CODE		FACILITY CODE:		18a. PAYMENT WILL BE MADE BY	
TELEPHONE NUMBER						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

36 LRS Electric Forklift Reach Trucks

36 LRS Electric Forklift Reach Trucks
Product Service Code: 3930

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Electric Forklift Reach Truck in accordance with Attachment 1- Statement of Work. Product Service Code: 3930 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	2	Each		
0002	Battery in accordance with Attachment 1- Statement of Work. Product Service Code: 3930 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	2	Each		
0003	Battery Charging Station in accordance with Attachment 1- Statement of Work. Product Service Code: 3930 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	1	Each		
0004	Shipping and Delivery to Andersen Air Force Base, Guam in accordance with Attachment 1- Statement of Work. Product Service Code: 3930 Pricing Arrangement: Firm Fixed Price	1	Each		
0005	Removal and disposal of existing battery charging station in accordance with Attachment 1- Statement of Work. Product Service Code: 3930 Pricing Arrangement: Firm Fixed Price	1	Job		
0006	Installation in accordance with Attachment 1- Statement of Work. Product Service Code: 3930 Pricing Arrangement: Firm Fixed Price	1	Job		
0007	Function Check and Commissioning in accordance with Attachment 1- Statement of Work. Product Service Code: 3930 Pricing Arrangement: Firm Fixed Price	1	Job		

Description/Specifications/Statement of Work

36 LRS Electric Forklift Reach Trucks

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: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121
0002	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121
0003	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121
0004	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121
0005	Inspection and Acceptance Location

	Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121
0006	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121
0007	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121

Deliveries or Performance

Disregard all other system generated delivery addresses and deliver to:

36 LRS Base Supply

Bldg. 18002 Arc Light Blvd

Andersen Air Force Base Yigo, GUAM, 96929

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Schedule From date of lead time event to delivery 180 Calendar Days Date of Award	2 Each	Ship To DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121	FoB Details Contractor Destination
0002	Delivery Schedule From date of lead time event to delivery 180 Calendar Days Date of Award	2 Each	Ship To DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121	FoB Details Contractor Destination
0003	Delivery Schedule From date of lead time event to delivery 180 Calendar Days Date of Award	1 Each	Ship To DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121	FoB Details Contractor Destination
0004	Delivery Schedule From date of lead time event to delivery 180 Calendar Days Date of Award	1 Each	Ship To DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121	FoB Details Contractor Destination
0005	Delivery Schedule From date of lead time event to delivery 180 Calendar Days Date of Award	1 Job	Ship To DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121	FoB Details Contractor Destination
	Delivery Schedule From date of lead time event to delivery 180 Calendar Days Date of Award	1 Job	Ship To DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043	FoB Details Contractor Destination

0006			APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121	
0007	Delivery Schedule From date of lead time event to delivery 180 Calendar Days Date of Award	1 Job	Ship To DoDAAC: F1C347 CountryCode: USA F1C347 MSG LRS AF BPN NO MLSBLS PROC, UNIT 14043 APO, AP 96543-4043 UNITED STATES Government Point of Contact Telephone: 6713667121	FoB Details Contractor Destination

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.247-34	F.o.b. Destination.	Jan 1991		

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)
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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

(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.

Not Applicable

- (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.

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>F87700</u>
Issue By DoDAAC	<u>FA5240</u>
Admin DoDAAC	<u>FA5240</u>
Inspect By DoDAAC	<u>F1C347</u>
Ship To Code	<u>F1C347</u>
Ship From Code	==
Mark For Code	==
Service Approver (DoDAAC)	==
Service Acceptor (DoDAAC)	==
Accept at Other DoDAAC	==
LPO DoDAAC	==
DCAA Auditor DoDAAC	==
Other DoDAAC(s)	==

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

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

(g) *WAWF point of contact.*

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

Contracting Officer or Contract Specialist

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

(End of clause)

Special Contract Requirements

NOTICE AND ACKNOWLEDGEMENT OF PROHIBITION OF USE OR POSSESSION OF MARIJUANA AND PARAPHERNALIA ON FEDERAL PROPERTY AND ANDERSEN AIR FORCE BASE

Section 812 of the Controlled Substances Act (21 U.S.C. (§) 801) identifies Substances controlled by the Federal Government. . Marijuana (Cannabis, THC) is identified as a Schedule I, controlled substance, meaning its use or possession is prohibited and may be a criminal offense. While Guam has decriminalized the use of marijuana for Medical or limited recreation use, it is still a controlled substance under 21 USC (S) 802(6) and prohibited on Federal property and military installations, including Andersen Air Force Base. Use or possession of Marijuana (Cannabis, THC), derivative products, and paraphernalia (e.g., pipas, water pipes, e-cigarettes, etc.) on Federal property including Andersen Air Force Base may result in fines, criminal prosecution, removal, debarment from the installation, and/or revocation of installation driving privileges in accordance with DoDI 5200.08.

Any delays or interruptions to contract performance caused by the Contractor employee's drug use or possession will be at the expense of the Contractor. No adjustments or claims shall be authorized under FAR 52.242-17. Additionally, the Contractor may be liable for costs related to processing, removing, and debarring violators from the installation. Violations may also result in negative contract performance reviews, as determined appropriate by the contracting officer and their representatives.

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, AFICC/KH (Chief Enlisted Manager), 25 E Street, Suite B-100, JBPH-H, HI 96853-5427, Phone: (808) 449-8569, FAX: (808) 449-8571, e-mail: afica.kh@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.

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS

In performing work under this contract on a Government installation, the contractor shall: Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes. The contracting officer may, by written order, direct Department of the Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract. Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

CONTRACTOR ACCESS TO DEPARTMENT OF THE AIR FORCE INSTALLATIONS

The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation. The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional requirements to comply with local security procedures to obtain a vehicle pass. During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site. When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with DAFI 31-101, Base Defense Operations, and DoDMAN5200.02_DAFMAN16-1405_DAFGM2026-01, Air Force Personnel Security Program as applicable. Upon completion or termination of the contract or expiration of

the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office. The contractor shall provide an after-hours contact number or after-hours email in the Emergency Mass Notification System (EMNS) for each of their personnel, whose normal place of duty is on a DoD installation or within a DoD facility. The contractor shall comply with any additional requirements in DAFI 10-206, Operational Reporting for emergency operational reporting. Foreign Nationals may participate and may remove themselves from the Emergency Mass Notification System at any time. To update information, personnel can access the globe icon on their system desktop screens and choose the "Access Self-Service" option. Failure to comply with these requirements may result in withholding of final payment.

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		
52.219-33	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		
52.226-8	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		
252.211-7008	Use of Government-Assigned Serial Numbers.	Sep 2010		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
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		

FAR Clauses Incorporated by Full Text

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

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[acquisition.gov](https://www.acquisition.gov)

(End of clause)

52.252-6 **Authorized Deviations in Clauses.** **(Nov 2020)**

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.211-7003 Item Unique Identification and Valuation.

(Jan 2023)

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(If items are identified in the Schedule, insert "See Schedule in this table.")

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially

managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at

the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) _____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

List of Attachments

Attachment 1	Statement of Work
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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)
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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
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_____	_____
_____	_____
_____	_____

(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)
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_____	_____	_____
_____	_____	_____
_____	_____	_____

(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

I. It is the Government's intent to award without discussions, per RFO 52.212-1(d), offerors are cautioned to examine the solicitation in its entirety and to ensure that their quote contains all necessary information, provides all required documentation, and is complete in all respects. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may conduct discussions with one, some, none or all offerors at its discretion.

II. Any exceptions made to any of the line items and conditions of the offer must be stated in a separate letter of transmittals that is to accompany your offer. The person signing the quote shall initial any erasures, cross outs or changes made. All information should be typed or neatly printed in ink. Exceptions, as offered, if accepted by the Government, become part of the contract.

III. Late offers will be processed in accordance with RFO 52.212-1(c), "Late submission, modifications, revisions, and withdrawals of offers."

IV. This request does not commit the Government to pay any costs incurred in the preparation and submission of offeror's quote or in making any necessary studies for the preparation thereof or for any visit the Contracting Officer may request for the purpose of clarification of the quote or for preparation for negotiations. The Government reserves the right to cancel this solicitation at any time.

V. All questions regarding the solicitation shall be submitted via e-mail only to cynthia.cruz.3@us.af.mil AND lauren_renee.reyes.2@us.af.mil. The Government requests that you submit questions as soon as possible, but no later than **14 September 10:00 AM Chamorro Standard Time (ChST)**; questions received after this time will not be addressed. The e-mail title shall be the solicitation number, and the applicable solicitation reference shall precede questions. Answers to questions will be posted publicly under the solicitation number in <https://sam.gov>. Offerors are responsible for monitoring the <https://sam.gov> web site for postings and amendments, answers to questions, and other supplementary instructions or information that may be posted.

VI. QUOTE PREPARATION:

a. Offerors shall submit a complete, conforming quote via SF1449 with all required fill-ins, complete blocks #17, #28, #30 (a, b, & c) and on SF 30 if amendments are issued. An authorized official of the firm must sign block 30a of the SF1449. Complete pricing information on all Contract Line Items (CLINs).

b. Offerors shall provide a technical description of the items and services being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, catalog cuts, or other documents as necessary. Maximum of 5 pages (cover sheets, table of contents included), Times New Roman 12-point font. Excess pages will not be evaluated.

VII. COMPLETE, CONFORMING QUOTE:

a. The Government will first evaluate quotes for completeness. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, and representations and certifications, in addition to those identified as evaluation factors. Failure to meet a solicitation requirement may result in an offer being determined unacceptable.

b. The Government will then evaluate quotes to determine compliance with all requirements of the solicitation, including any attachments and exhibits. The evaluation criteria will be applied to all quotes in the same manner. Each quote will be evaluated strictly in accordance with its content; the Government will not assume that performance will include areas not specified in the offeror's written quote.

Quotes will be assessed using the following ratings:

Rating	Rating Definition
Acceptable	Offer conforms to the requirements of the solicitation and clearly meets the specifications in accordance with Attachment 1- Statement of Work
Unacceptable	Offer does NOT conform to the requirements of the solicitation and/or does NOT clearly meet the specifications in accordance with Attachment 1- Statement of Work

VIII. QUOTE SUBMISSION:

a. Quotes may only be submitted electronically. QUOTES RECEIVED BY The quote package must be received by **18 September 2026 at 13:00 PM Chamorro Standard Time (ChST)**. MAIL OR BY FAX WILL NOT BE CONSIDERED FOR AWARD. The Government shall not be held liable for quotes not received.

b. The quote shall be valid for a minimum of 90 days.

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		
252.206-7000	Domestic Source Restriction.	Aug 2023		

FAR Clauses Incorporated by Full Text

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[acquisition.gov](https://www.acquisition.gov)

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Evaluation Factors for Award

I. The Government will award a Firm Fixed Price (FFP) contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation, is determined to be the Best Value to the Government, price and other factors considered. Best Value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Offers that do not conform to the requirements of the solicitation and/or that do not clearly meet the specifications in accordance with Attachment 1 - Statement of Work may be rejected without further evaluation or discussions. The following factor shall be used to evaluate offers:

a. Price:

1. The Government will evaluate price for award by calculating a Total Evaluated Price (TEP) (All CLINs) for the quote.
2. The Government will evaluate the Price for completeness. Any incomplete pricing information may result in quote elimination and the offeror being determined ineligible for award.
3. The Government will evaluate the Price for reasonableness. The Government will conduct price analysis, using one or more of the proposal analysis techniques and procedures as defined in RFO 12.204, RFO 15.404-1 and R-DFARS 215.404-170 to ensure a fair and reasonable price.

II. 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.

III. Basis for Award / Evaluation Procedures:

- a. The Government will first review offers for completeness and conformance to the solicitation. Offers will then be evaluated based on price. Award will then be made to the responsible offeror conforming to the solicitation and determined to represent the best value to the Government. If only one "Acceptable" offer is received, the Government will attempt to determine price to be fair and reasonable through means other than competition.
- b. Award will be made on the initial evaluation of quotes received in response to this solicitation. Therefore, offerors are cautioned to ensure that initial quotes contain your best terms from a price and technical standpoint.

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.]

(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)