

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 32	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA930226R0008	
6. SOLICITATION ISSUE DATE 11 Sep 2026		7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALEJANDRO RAMIREZ		b. TELEPHONE NUMBER (no collect calls) 6612773325	
8. OFFER DUE DATE/LOCAL TIME 21 Sep 2026 02:00 PM		9. ISSUED BY FA9302 AFTC PZZ CP 661 277 4503, 5 SOUTH WOLFE AVE BLDG 2800 EDWARDS AFB, CA 93524-1185 UNITED STATES ALEJANDRO RAMIREZ, Email: alejandro.ramirez.20@us.af.mil Telephone: 6612773325 SUSANA DRYER, Email: susana.dryer@us.af.mil Telephone: 661-277-2370		CODE: FA9302		10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:	
		☒ SMALL BUSINESS		☐ WOMEN-OWNED SMALL BUSINESS (WOSB)		NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 332311	
		☐ 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 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

Manufacturing and Installation of Aircraft Sunshades-Ramp 7 Sunshades

Manufacturing and Installation of Aircraft Sunshades-Ramp 7 Sunshades
Product Service Code: 5410

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Vinyl Shelter (include shelters, kits and any associated materials) Product Service Code: 5810 Pricing Arrangement: Firm Fixed Price	4	Each		
0002	Installation Product Service Code: N038 Pricing Arrangement: Firm Fixed Price	1	Each		
0003	Shipping Product Service Code: 5810 Pricing Arrangement: Firm Fixed Price	1	Each		

Description/Specifications/Statement of Work

Determination of Non-Applicability of the Nonmanufacturer Rule

Offerors are advised that this procurement has been designated under a services North American Industry Classification System (NAICS) code.

Based on the Government's analysis of the Statement of Work (SOW), the preponderance of the total acquisition cost (exceeding 51%) is driven by the physical assembly and specialized installation services of the sunshades.

Because the service and assembly elements outweigh the material supply costs, this procurement is classified as a service contract. Therefore, pursuant to 13 CFR (S) 121.406(b)(3), the Nonmanufacturer Rule is not applicable. The successful small business awardee will be considered the manufacturer of the end-state assembled item for the purposes of this effort, or must otherwise meet the service performance requirements of FAR 52.219-14 (Limitations on Subcontracting)

Requirements

Statement of Work (SOW)- See attachment

Packaging and Marking

Inspection and Acceptance

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0002	Period of Performance From 30 Sep 2026 To 29 Sep 2027	1 Each	

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.231-7000	Supplemental Cost Principles	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991		

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.

N/A

(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.

2-1

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

(*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.

TBD

(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

(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, AFTC Vice Commander 1 S Rosamond Blvd Edwards AFB CA 93524 COMM: (661) 277-2810 aftc.workflow@us.af.mil Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to 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)

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
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		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.211-15	Defense Priority and Allocation Requirements.	Apr 2008		
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		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (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		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2026		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	Feb 2026		
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	Feb 2026		
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	Feb 2026		
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	Feb 2026		
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	Feb 2026		
52.236-8	Other Contracts. (Deviation 2026-O0038)	Feb 2026		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	Feb 2026		
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	Feb 2026		
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	Feb 2026		
52.236-12	Cleaning Up. (Deviation 2026-O0038)	Feb 2026		
52.236-13	Accident Prevention. (Deviation 2026-O0038)	Feb 2026		
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	Feb 2026		
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	Feb 2026		
52.236-23	Responsibility of the Architect-Engineer Contractor. (Deviation 2026-O0038)	Feb 2026		
52.236-24	Work Oversight in Architect-Engineer Contracts.	Apr 1984		
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		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
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		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038)

(Feb 2026)

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires.

(May 2014)

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

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

(End of clause)

52.236-22 Design Within Funding Limitations. (Deviation 2026-O0038)

(Feb 2026)

Design Within Funding Limitations (Feb 2026) (Deviation 2026-O0038)

(a) The Contractor shall accomplish the design services required under this contract to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (d) of this clause.

(1) When bids or proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation.

(2) These additional services shall be performed at no increase in the price of this contract.

(3) The Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly provide written notice to the Contracting Officer if it finds that the project will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations.

(1) Upon receipt of such written notice, the Contracting Officer will review the Contractor's revised estimate of construction cost.

(2) The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable,-

(i) Authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (d) of this clause; or

(ii) The Government may adjust such estimated construction contract price.

(c) When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(d) The estimated construction contract price for the project described in this contract is \$TBD.

(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
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<u>0001</u>	<u>Vinyl Shelters</u>
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(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
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<u>N/A</u>	<u>=====</u>
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(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)

252.236-7001 Contract Drawings and Specifications.

(Aug 2000)

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
<u>ADTC Complex</u>	==	<u>Rev1</u>
==	==	==
==	==	==
==	==	==
==	==	==

(End of clause)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	SOW- Ramp 7 Sunshades v5 13Jul26	Statement of Work	Statement of Work	10 Sep 2026	
02	Past Performance Questionnaire	Past Performance Questionnaire	Past Performance Questionnaire	10 Sep 2026	

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
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		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

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

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if-
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [] is [] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [] a full exemption, or [] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.

(May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [X] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

Applicability of the Nonmanufacturer Rule (NMR)

In accordance with13 CFR (S) 121.406(b)(3) and FAR 19.505(c)(1), the Nonmanufacturer Rule does not apply to this solicitation. The Government has determined that this acquisition is primarily for services, as the preponderance of the contract value and effort (greater than 50%) is concentrated in the assembly, installation, and associated services of the sunshades rather than the manufacturing of the raw materials. Offerors are reminded that they must comply with the Limitations on Subcontracting for service contracts as outlined in FAR 52.219-14, which requires the prime small business concern to perform at least 50% of the cost of contract performance incurred for personnel with its own employees.

PART 2: TAILORED ADDENDUM TO FAR 52.212-1

The provisions of FAR 52.212-1 are hereby tailored as follows pursuant to RFO 12.205. Where provisions in this Addendum differ from the baseline provision above, this Addendum governs.

SECTION A: GENERAL PROPOSAL SUBMISSION INSTRUCTIONS

1. Solicitation Rules and Basis for Award This acquisition is conducted as a commercial product/service acquisition under RFO Part 12 in conjunction with the negotiated procedures of RFO Part 15. The Government intends to award a single Firm-Fixed-Price (FFP) contract to the responsible Offeror whose proposal represents the Best Value Tradeoff, price and other factors considered, in accordance with the evaluation criteria specified in the Addendum to FAR 52.212-2. Alternate or multiple proposals will not be accepted.
2. Proposal Organization and Format Offerors shall submit their proposals structured into four (4) distinct volumes as outlined below. Each volume must be self-contained and complete without cross-referencing to other volumes, except where specifically permitted.

Volume	Title	Factor Alignment	Page Limit	Electronic File Format
Volume I	Price Proposal	Factor 1: Price	None	Searchable PDF and Unlocked MS Excel (.xlsx)
Volume II	Technical Capability	Factor 2: Technical Capability	30 pages (excluding drawings/cut sheets)	Searchable PDF
Volume II	Past Performance	Factor 3: Past Performance	15 pages (3 references max)	Searchable PDF
Volume IV	Solicitation, Offer & Reps/ Certs	Administrative / Contractual	None	Searchable PDF

3. Electronic Submission Instructions

o Mandatory Electronic Method: Proposals must be submitted entirely in electronic format. Hard copy (paper) submissions, proposals on physical media (e.g., CD/DVD, USB flash drives), and facsimile (fax) submissions will not be accepted and will be rejected without evaluation.

o Transmission Channel: Proposals must be transmitted via email (or Government electronic point of entry as specified in the solicitation posting) to the designated Contracting Officer and Contract Specialist:

(S) Contracting Officer: Susana Dryer; email: Susana.dryer@us.af.mil

(S) Contract Specialist: Alejandro Ramirez; email: elejandro.ramirez.20@us.af.mil

(S) Subject Line Format: SOLICITATION [Insert Solicitation Number] - PROPOSAL SUBMISSION - [Offeror Name]

o File Organization and Naming Conventions: Each volume shall be submitted as an individual file attachment. If multiple emails are required due to file size constraints, each email subject line must be clearly designated as "Part X of Y" (e.g., Part 1 of 2). Files shall follow this naming structure:

(S) [Offeror]_Vol_I_Price.xlsx (and .pdf summary)

(S) [Offeror]_Vol_II_Technical.pdf

(S) [Offeror]_Vol_III_PastPerformance.pdf

(S) [Offeror]_Vol_IV_Admin_RepsCerts.pdf

o File Integrity and Security: Files must be submitted in Adobe Portable Document Format (PDF) with text searchability enabled (optical character recognition), except for pricing models/spreadsheets which must be submitted in unlocked Microsoft Excel (.xlsx) format with all formulas, rows, and columns visible and operational. Compressed/ zipped archives (.zip) are acceptable provided they contain no executable (.exe) files. Files must not contain password protections, security encryptions, or external macros that impede access by the evaluation team.

o File Size Limitations: Single email attachments must not exceed twenty-five megabytes (25 MB) total per email transmission. Offerors are responsible for verifying file sizes prior to transmission and adjusting resolution or dividing into numbered emails as necessary.

o Receipt and Late Submissions: The official time of receipt is established when the electronic submission reaches the Government email server/inbox designated above, not when it is sent by the Offeror. Submissions received after the date and exact time specified in Block 8 of the SF 1449 will be considered late and processed in accordance with FAR 52.212-1(f). Offerors are strongly advised to transmit submissions well in advance of the deadline.

o Proposal Validity: Paragraph (c) of FAR 52.212-1 is tailored: Offerors agree to hold prices in their proposals firm for 30 calendar days from the date specified for receipt of proposals.

o Questions and Inquiries: Technical or contractual questions regarding this solicitation must be submitted electronically via email to the Contracting Officer and Contract Specialist no later than seven (7) calendar days prior to the proposal closing date. Questions received after this cut-off will not be addressed.

SECTION B: VOLUME SPECIFIC INSTRUCTIONS

VOLUME I -- FACTOR 1: PRICE

Offerors shall provide a comprehensive, complete, and unburdened firm-fixed-price proposal that accounts for all requirements outlined in the Statement of Work (SOW).

1. Standard Form 1449 / Schedule of Supplies/Services (CLIN Pricing): The Offeror must complete and submit pricing for all Contract Line Item Numbers (CLINs) identified in the solicitation.

2. Pricing Breakdown: To enable the Government to evaluate price reasonableness, completeness, and balance, the Offeror must submit a detailed pricing breakdown supporting the CLIN totals, categorized by:

- o Materials: Itemized raw materials, fabric membranes, framing structures, and mounting hardware.

- o Labor: Direct installation and site labor categorized by labor category, hours, and rates.

- o Shipping and Freight: Packaging, crating, and delivery to Edwards AFB, CA.

- o Installation and Site Work: Earthwork, foundation/footings, electrical connection, and equipment rental (cranes, lifts).

3. Price Assumptions & Conditions:

The Offeror must state all pricing assumptions. Conditional pricing, assumptions contradicting solicitation terms, or unbalanced unit pricing across CLINs may result in rejection of the proposal.

VOLUME II -- FACTOR 2: TECHNICAL CAPABILITY

Volume II shall demonstrate the Offeror's clear understanding of the Edwards AFB sunshade requirements and validate its operational and engineering capability to execute the SOW. The volume must be partitioned into the following three (3) subfactors:

Subfactor 1: Structural Design and Resilience

The Offeror shall present a detailed engineering and structural approach verifying full compliance with SOW design specifications:

- Wind Resistance: Submit structural design plans, calculations, and/or third-party engineering certifications confirming the structure's ability to withstand sustained winds of 110 mph.

- Edwards AFB Design Standards: Demonstrate compliance with California/Edwards AFB local building codes, seismic loading, and snow load requirements.

- Material Specifications:

- o Provide manufacturer cut sheets and laboratory test reports verifying the use of 28 oz flame-retardant fabric (NFPA 701 compliant).

- o Detail the steel framing specifications, verifying the use of hot-dip zinc-coated steel frames.

- Corrosion Mitigation Plan: Detail the specific surface prep, coating application, and corrosion protection procedures applied to all weld joints and field connections to resist high-desert environmental degradation.

Subfactor 2: Installation and Safety Plan

The Offeror shall provide a comprehensive project execution and safety management plan for on-site installation at Edwards AFB:

- Airfield & Site Safety: Detailed plan for site layout, staging, foreign object damage (FOD) prevention, and continuous control within an active installation environment, including the required use of FAA-approved barricades and safety markings.

- Permitting & Approvals: Outline the schedule and workflow for securing necessary engineering stamps, installation drawings, environmental reviews, utility markings, and Dig Permits (AF Form 103) prior to commencing ground disturbance.

- Electrical System Execution: Provide schematics and plans for the integration of specified high-efficiency LED lighting and Weatherproof GFCI electrical outlets, verifying National Electrical Code (NEC) compliance.

Subfactor 3: Warranty

- Commercial Warranty Coverage: Provide the complete terms and conditions of the Offeror's standard commercial warranty.

- Minimum Threshold: The proposal must provide a written warranty covering defects, corrosion, structural degradation, and fabric deterioration for a minimum duration of ten (10) years.

- Service Response Plan: Outline warranty claim procedures, point of contact, response times, and remedy execution timelines for Edwards AFB.

VOLUME III -- FACTOR 3: PAST PERFORMANCE

1. Number of References and Recency:

- o Offerors may submit up to three (3) past performance references for contracts/efforts performed or completed within the past three (3) years prior to the solicitation issuance date.

- o References must demonstrate performance relevant in scope, magnitude, and complexity to the Edwards AFB sunshade installation project.

2. Subcontractor / Teaming Partner References:

- o Subcontractor Limit: No more than two (2) of the three (3) references may be from proposed major subcontractors or teaming partners.

- o Major Subcontractor Definition: A subcontractor is considered "major" if it performs twenty percent (20%) or more of the total proposed contract value, OR performs a critical, specialized technical function (e.g., specialized foundation engineering or electrical infrastructure).

o Required Documentation for Subcontractors: For each subcontractor reference submitted, the Offeror must include:

1. Identification of the specific SOW/PWS tasks and technical role assigned to the subcontractor.
2. The percentage and dollar value of the total effort assigned to the subcontractor.
3. A fully executed, signed Letter of Commitment / Teaming Agreement authorizing the Government to evaluate the subcontractor's past performance in direct support of the prime Offeror.
3. Past Performance Reference Information Sheet: Each reference submission must provide:
 - o Contract Number, Order Number, or Commercial Identifier.
 - o Customer / Agency Name, Address, and Contracting Officer / Program Manager contact info (Name, Phone, Email).
 - o Total Contract Dollar Value and Period of Performance.
 - o Detailed narrative describing the scope of work and demonstrating relevancy to the sunshade fabrication, wind/seismic compliance, and installation requirements.
 - o Explanation of any performance difficulties encountered, and corrective actions taken.
4. Past Performance Questionnaires (PPQs): If CPARS evaluations are unavailable, Offerors must distribute Attachment X (Past Performance Questionnaire) to the designated customer point of contact. Completed PPQs must be returned directly to the Government contracting office prior to the proposal closing deadline.

VOLUME IV -- CONTRACT ADMINISTRATIVE MATTERS

1. Standard Form 1449:

Complete blocks 17, 30a, 30b, and 30c, signed by an official authorized to bind the Offeror contractually.

2. Amendments:

Acknowledge receipt of all solicitation amendments in accordance with block 19 of the SF 1449.

3. Representations and Certifications:

Complete annual representations and certifications electronically via SAM.gov, and provide completed paper certifications for any required non-SAM provisions included in Section K/Solicitation.

4. Authorized Negotiators: List the names, titles, phone numbers, and email addresses of individuals authorized to negotiate on behalf of the company.

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		

FAR Clauses Incorporated by Full Text

52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.	(Apr 2008)
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Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☐ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)	(Feb 2026)
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Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

☐ Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

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)

1. BASIS FOR CONTRACT AWARD

This acquisition will utilize a Best Value Tradeoff source selection process in accordance with Federal Acquisition Regulation (FAR) Part 15 (Negotiated Contracting), in conjunction with FAR Part 12 (Commercial Items).

- a. Award Structure: The Government intends to award a single Firm-Fixed-Price (FFP) contract to the responsible Offeror whose proposal conforms to the solicitation and represents the best overall value to the Government, price and non-price factors considered.
- b. Tradeoff Discretion: Contract award may be made to other than the lowest-priced Offeror, or other than the highest-technically-rated Offeror. The Government will perform a comparative tradeoff analysis to determine whether the technical capabilities and past performance track record of a higher-priced proposal offer sufficient added benefit or risk reduction to justify paying a price premium.
- c. Award Without Discussions: In accordance with FAR 52.212-1(g), the Government intends to evaluate proposals and award a contract without discussions with Offerors. Initial proposals should contain the Offeror's best terms from both a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary and in the best interest of the Government.

EVALUATION FACTORS

The Government will evaluate proposals using the following three (3) evaluation factors:

- Factor 1: Price
- Factor 2: Technical Capability
 - o Subfactor 2.1: Structural Design and Resilience
 - o Subfactor 2.2: Installation and Safety Plan
 - o Subfactor 2.3: Warranty
- Factor 3: Past Performance

3. RELATIVE IMPORTANCE OF FACTORS

- a. Individual Weighting: Factor 1 (Price), Factor 2 (Technical Capability), and Factor 3 (Past Performance) are individually equal in importance.
- b. Combined Non-Price Importance: In accordance with FAR 15.304(e), when the non-price factors (Factor 2: Technical Capability and Factor 3: Past Performance) are combined, they are significantly more important than Factor 1 (Price).
- c. Diminishing Tradeoff Differential: As the difference in the evaluated non-price merit between competing proposals narrows, Factor 1 (Price) will become an increasingly significant determinant in the final contract award decision.

4. EVALUATION APPROACH AND CRITERIA

FACTOR 1: PRICE

Price will not receive an adjectival score or rating. The Government will evaluate the total proposed price for the following criteria:

- a. Price Reasonableness: The proposed price will be evaluated to determine whether it is fair and reasonable. Price analysis techniques authorized under FAR 15.404-1 will be utilized, which may include comparison of competitive proposals received, comparison with historical pricing, or comparison with the Independent Government Estimate (IGE).
- b. Completeness: The Government will verify that all required pricing elements (e.g., Contract Line-Item Numbers [CLINs], itemized materials, direct labor, freight/shipping to Edwards AFB, and on-site installation) have been provided and directly align with the technical approach outlined in Volume II.
- c. Unbalanced Pricing: In accordance with RFO 15.404-6, proposals will be analyzed for materially unbalanced pricing. An offer is unbalanced if it is based on prices which are significantly less than cost for some work and significantly overstated for other work. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable performance or financial risk to the Government.

FACTOR 2: TECHNICAL CAPABILITY

The Government will evaluate the Offeror's technical proposal to determine the extent to which it demonstrates a clear understanding of, and operational/engineering ability to meet, the sunshade requirements defined in the Statement of Work (SOW).

Factor 2 consists of three (3) subfactors, which are of equal importance:

Subfactor 2.1: Structural Design and Resilience

The proposal will be evaluated on the adequacy and soundness of its approach to designing an engineered structure that fulfills all SOW structural and environmental standards, including:

- Ability to withstand sustained wind speeds of 110 mph verified by structural calculations or engineering data.
- Compliance with Edwards Air Force Base (AFB) seismic design criteria, snow load parameters, and applicable California building codes.
- Full compliance with material specifications, specifically the use of minimum 28 oz flame-retardant fabric (NFPA 701 compliant) and hot-dip zinc-coated steel frames.
- Quality and comprehensiveness of the corrosion protection plan applied to all weld joints, fasteners, and field connections to withstand high-desert arid and thermal environments.

Subfactor 2.2: Installation and Safety Plan

The proposal will be evaluated on the Offeror's project execution, site coordination, and safety management approach, including:

- Plan for airfield safety, staging, site preparation, and Foreign Object Damage (FOD) prevention, including strict compliance with FAA-approved barricades, hazard markings, and continuous airfield debris monitoring.
- A clear, realistic workflow and schedule for securing mandatory engineering drawings, base approvals, environmental reviews, and Dig Permits (AF Form 103) prior to breaking ground.
- Electrical plan and schematics for installing specified high-efficiency LED lighting fixtures and Weatherproof Ground-Fault Circuit-Interrupter (GFCI) electrical outlets compliant with the National Electrical Code (NEC).

Subfactor 2.3: Warranty

The proposal will be evaluated on its commitment to provide a commercial warranty that meets or exceeds the SOW requirements:

- Commitment to a standard commercial warranty with a minimum duration of ten (10) years covering structural integrity, frame corrosion, weld failure, and fabric deterioration/delamination.
- Responsiveness and feasibility of the Offeror's stated warranty administration, point of contact, repair response times, and local service support at Edwards AFB.

Technical Capability Adjectival Ratings

The Government will assign one of the following adjectival ratings to Factor 2 (and its subfactors) based on assessed technical merit, strengths, weaknesses, deficiencies, and associated performance risk:

Adjectival Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths. Risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength. Risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

FACTOR 3: PAST PERFORMANCE

The Government will evaluate the recency, relevancy, and performance quality of past contracts to establish a Confidence Assessment Rating regarding the Offeror's likelihood of successfully performing the contract requirements.

a. Recency and Relevancy Thresholds

- Recency: Past performance information will be considered recent if the effort was performed or completed within three (3) years prior to the solicitation issuance date.
- Relevancy: The Government will evaluate relevance based on similarity in scope, structural/engineering complexity, magnitude of effort, and contract type to the Edwards AFB sunshade installation project.
- Reference Limit: Offerors may submit up to three (3) past performance references. References exceeding this limit will not be evaluated.

2. Evaluation of Subcontractors and Teaming Partners

- Subcontractor Reference Limit: No more than two (2) of the three (3) submitted references may be from proposed major subcontractors or teaming partners.
- Definition of Major Subcontractor: A proposed subcontractor is defined as "major" if it performs at least twenty percent (20%) of the total proposed contract price, OR performs a critical, specialized technical function (e.g., structural foundation engineering or high-voltage electrical distribution).
- Mandatory Documentation: Subcontractor past performance will only be evaluated if the proposal includes:

a. Detailed identification of the specific SOW tasks and operational roles assigned to the subcontractor;

b. The exact percentage and monetary value of the total effort assigned to the subcontractor; and

c. A valid, executed Letter of Commitment or Teaming Agreement authorizing the Government to evaluate the entity's past performance in support of the prime Offeror.

- Relevance Nexus: Subcontractor past performance will be evaluated solely for relevancy against the specific scope of work, technical role, and level of effort that the subcontractor is proposed to perform under the resulting contract.

3. Prime Experience Weighting

The past performance of the prime contractor will carry greater weight than that of a proposed subcontractor. A proposal demonstrating wholly subcontractor past performance with little to no relevant prime contractor past performance may receive a lower confidence rating than an Offeror demonstrating successful performance as a prime contractor on similar efforts.

4. Sources of Past Performance Information

The Government reserves the right to evaluate past performance data obtained from any source, including:

- References provided in the Offeror's proposal.
- The Contractor Performance Assessment Reporting System (CPARS).
- Federal Awardee Performance and Integrity Information System (FAPIIS) / SAM.gov.
- Past Performance Information Retrieval System (PPIRS).
- Other Government agencies, commercial clients, or Contracting Officers with knowledge of the Offeror's past performance.

5. Neutral Past Performance Rating

In accordance with FAR 15.305(a)(2)(iv), an Offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably. In such cases, the Offeror will receive a Neutral Confidence rating.

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)