

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 22	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA930127Q0003	
6. SOLICITATION ISSUE DATE 19 Oct 2026		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Alexia Del Real		b. TELEPHONE NUMBER (no collect calls) 527-3833	
8. OFFER DUE DATE/LOCAL TIME 18 Nov 2026 12:00 PM		9. ISSUED BY FA9301 AFTC PZIO 5 S WOLFE AVE BLDG 2800, CP 760 277 8213 EDWARDS AFB, CA 93524-1104 UNITED STATES Alexia Del Real, Email: alexia.del_real@us.af.mil Telephone: 527-3833 Christopher Barnes, Email: christopher.barnes.50@us.af.mil Telephone: 661-277-8356		CODE: FA9301		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ___ % FOR:	
		☐ SMALL BUSINESS		☐ WOMEN-OWNED SMALL BUSINESS (WOSB)		NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 811310	
		☐ HUBZONE SMALL BUSINESS		☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)		SIZE STANDARD: USD 12,500,000.00	
		☐ 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

Breathing Air Systems

Breathing Air Systems Maintenance, Repair, Sampling
Product Service Code: J042

Supplies or Services & Prices or Costs

Additional Information/Notes

A.1- Solicitation/Contract Form

This agreement is entered into this by the United States of America represented by an Edwards AFB AFTC/PZIOB Contracting Officer, and **TBD** (Contractor) a corporation organized and existing under the laws of the State of California.

AGREEMENT INFORMATION:

AGREEMENT CEILING AMOUNT **\$85,000**

AGREEMENT PERIOD START DATE: TBD

AGREEMENT PERIOD END DATE: TBD (5 YEARS AFTER START DATE)

B.1. NEGOTIATION AUTHORITY The issuance of individual task orders under this Basic Ordering Agreement (BOA) will be made under the authority of 10 USC 2304 (a). No individual order against the BOA shall exceed \$85,000.

B.2 DESCRIPTION OF AGREEMENT This BOA between **TBD** (Contractor) is entered into to provide services to Edwards AFB AND Plant 42 in the following:

B.2.1 This agreement is offered for the Contractor to provide all management, personnel, equipment, supplies, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the Breathing Air Systems Maintenance Services as defined in the Statement of Work (SOW), see BOA Attachment 1. This requirement would be acquired via a BOA for a period of FIVE (5) years and this is subject to the Service Contract Labor Standards.

Period of Performance

Base Period: TBD 2026

Year 1: TBD

Year 2: TBD

Year 3: TBD

Year 4: TBD 2031

B.2.2 General terms and conditions are included throughout the agreement and are applicable for all orders issued hereunder.

B.2.3 Orders under this Agreement are authorized to be issued solely by warranted Contracting Officers of AFTC/PZIOB.

B.2.4 The parties agree that failure to reach agreement on price for any order issued before its price is established is a dispute under the disputes clause of this BOA.

B.2.5 Services will be ordered via individual task order(s) against this BOA. The Government and the Contractor will agree on a current unit price. Each year an updated price list will be submitted by the contractor for review and approval by the Government. The updated price list should be in the format provided in Attachment 2 - Price List.

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Annual Maintenance - Edwards AFB - Centaur (Stallion Air, Inc.) One (1) maintenance a year, five (5) total See SOW Section 3, Annual Maintenance. Product Service Code: J042 Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Annual Maintenance - Edwards AFB - TCOM-26 (Bauer Compressors) One (1) maintenance a year, five (5) total See SOW Section 3, Annual Maintenance. Product Service Code: J042 Pricing Arrangement: Firm Fixed Price	1	Job		
0003	Annual Maintenance - Plant 42 - DOTR26-WRAF (Bauer Compressors) One (1) maintenance a year, five (5) total See SOW Section 3, Annual Maintenance. Product Service Code: J042 Pricing Arrangement: Firm Fixed Price	1	Job		
0004	Quarterly Breathing Air Samples for TCOM-26 (Bauer Compressors) See SOW section 3, Breathing Air Samples. Product Service Code: J042 Pricing Arrangement: Firm Fixed Price	1	Job		
0005	Quarterly Breathing Air Samples for Centaur (Stallion Air Inc.) See SOW section 3, Breathing Air Samples. Product Service Code: J042 Pricing Arrangement: Firm Fixed Price	1	Job		
0006	Quarterly Breathing Air Samples for DOTR26-WRAF (Bauer Compressors) See SOW section 3, Breathing Air Samples. Product Service Code: J042 Pricing Arrangement: Firm Fixed Price	1	Job		
	Undefinitized Line Item Items for Unscheduled Repairs and Emergency Services of TCOM-26, DOTR26-WRAF, and Centaur. All repair items must be parts for the respective equipment.				

0007	See SOW section 3, Unscheduled Repairs and Emergency Services. Product Service Code: J042 Pricing Arrangement: Firm Fixed Price	1	Job	Not to Exceed	
0008	Labor Hours for Annual Maintenance and Quarterly Air Sampling Services of TCOM-26, DOTR26-WRAF, and Centaur systems. See SOW Section 3, Annual Maintenance and Breathing Air Samples. Product Service Code: J042 Pricing Arrangement: Firm Fixed Price	1	Hours		
0009	Labor Hours for Unscheduled Repairs and Emergency Services of TCOM-26, DOTR26-WRAF, and Centaur systems. See SOW section 3, Unscheduled Repairs and Emergency Services. Product Service Code: J042 Pricing Arrangement: Firm Fixed Price	1	Hours		

Description/Specifications/Statement of Work

C.1. DURATION: The period in which task orders may be placed against this BOA may not exceed five (5) years from the date of execution unless otherwise canceled in writing by the Contracting Officer. Regardless of the expiration date, the Contractor is responsible for performing all work required under each task order to include all modifications under each task order.

C.2. MODIFICATION: This Basic Ordering Agreement may be modified only under its terms and conditions or by mutual agreement of the parties. Modifications will be issued on a Standard Form 30.

C.3. REVIEW: This BOA shall be reviewed, as a minimum, at least annually before the anniversary of its effective date, and revised to conform to all requirements of statutes, Executive orders, or federal regulations (RFO) and this Supplement. Any change shall be effective only through written modification to this Agreement and not by individual orders issued hereunder. Modifications to this Agreement shall have no retroactive effect on orders previously issued.

C.4. CANCELLATION/TERMINATION: This BOA may be modified or may be canceled in its entirety at no cost by either party upon thirty (30) days written notice to the other party except that this BOA may be canceled by the Government at any time if the parties fail to agree upon any deletion, amendment or addition to this BOA which is required by statute, Executive Order, federal regulations, and/or this Supplement. The parties agree that the cancellation shall have no effect on any order not completed by the effective date of the cancellation /termination. The Contractor shall proceed diligently and complete such orders under the terms and conditions of this Agreement.

C.5. EXTENT OF OBLIGATION: The Government is obligated only to the extent of authorized task orders actually placed against this BOA and shall not be liable in any manner in the event no task orders are placed. The amount of funds obligated and made available for payment will be stated in each order.

C.6. PRICE: The Contractor will be paid the consideration identified in each order. The consideration shall constitute complete payment for all service and materials furnished and accepted pursuant to the task order. The Contractor hereby warrants that the prices to the US Government shall be based on the Not to Exceed set forth in the Price List. This BOA will be in place for five (5) years.

C.7. TASK ORDERS: A task order shall be issued to the Contractor by the authorized ordering office. The Contractor shall initiate and perform work as specified in the task order(s). The task order at the minimum shall include:

1. Basic Ordering Agreement and task order Number
2. Identification of the requirement and the technical details governing execution of work
3. CLINs to be ordered with supporting information, to include quantity
4. Total price of the order(s).
5. Appropriation and funding data
6. Period of Performance

Requirements:

Provide annual breathing air system maintenance, quarterly air samples, and as needed repairs to Bauer and Stallion air compressors for the Fire Department at Edwards AFB and P42 to ensure longevity of equipment.

Requirements

Breathing Air Systems for FD at Edwards AFB and P42

Packaging and Marking

Inspection and Acceptance

E.1-The services provided under this BOA shall be inspected and accepted in the manner and in accordance with the schedule specified by the Contracting Officer or in the specific task order.

Deliveries or Performance

F1. PLACE OF PERFORMANCE: All work performed under this agreement shall be performed in its entirety at Edwards AFB and Plant 42. Specific location of work will be detailed within each order.

F2. DELIVERY REQUIREMENTS: The services provided under this BOA shall be delivered in the manner and in accordance with the schedule specified in the specific task order.

Overall Contract Delivery/Ordering Period: **TBD**

Contract Administration Data

G.1. ADMINISTRATION OFFICE: For all matters pertaining this BOA, contact the following: AFTC/PZIOB EDWARDS AFB, CA.

G.2 LIMITATION: Orders placed against this BOA will not exceed the ceiling amount of **\$85,000.00** in FIVE (5) years.

G.3.INSPECTION: An inspection of any and all services received under this agreement will be conducted prior to acceptance and in accordance with section E of this agreement.

G.4 INVOICES: For Task Orders, Contractor shall submit their invoices through per R-DFARS 252.232-7006, Wide Area Workflow (WAWF) Payment Instructions in accordance with procedures specified in this section of this agreement. Payment shall be made by electronic funds transfer. Specific WAWF information will be placed in each of the resulting Task Orders. The Contractor SHALL ensure that they invoice in accordance with the WAWF information provided in each Task Order for the work performed in that Task Order.

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.

N/A

(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.

Invoice 2in1

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>Identified at Task Order</u>
Issue By DoDAAC	<u>FA9301</u>
Admin DoDAAC	<u>FA9301</u>
Inspect By DoDAAC	<u>Identified at Task Order</u>
Ship To Code	<u>NA</u>
Ship From Code	<u>NA</u>
Mark For Code	<u>Identified at Task Order</u>
Service Approver (DoDAAC)	<u>Identified at Task Order</u>
Service Acceptor (DoDAAC)	<u>Identified at Task Order</u>
Accept at Other DoDAAC	<u>NA</u>

LPO DoDAAC	<u>NA</u>
DCAA Auditor DoDAAC	<u>NA</u>
Other DoDAAC(s)	<u>NA</u>

(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.

NA

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

(End of clause)

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
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		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (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		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
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		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (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		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
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		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
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		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.222-42	Statement of Equivalent Rates for Federal Hires.	(May 2014)
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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
Machinery Maintenance Mechanic - WG-10 Non-Supervisory	\$35.30 - \$10.24
Machinery Maintenance Mechanic - WG-10 - Supervisory	\$36.72 - \$10.65

(End of clause)

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):

www.acquisition.gov _____[Insert one or more Internet addresses]

(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 Revolutionary Defense Federal Acquisition Regulation Supplement (R-DFARS)[insert regulation name] (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)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Attachment 2 - Kern Wage Determination	Wage Determination		14 Oct 2026	
02	Attachment 3 - Los Angeles Wage Determination	Wage Determination		14 Oct 2026	
03	Attachment 1 - Statement of Work (SOW) Breathing Air Systems Maintenance Repair Sampling	Statement of Work		19 Oct 2026	

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		
252.204-7008	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)

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

(a) Definitions. As used in this provision-

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

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

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

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

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

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

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

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

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

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

(May 2021)

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

L.1 Quote Submission

Submit one electronic PDF package containing the three volumes below. Stay within the page limits. Material that exceeds the limits will not be evaluated. The Government may request clarification under simplified commercial procedures but will not accept revised quotes after the due date unless it specifically requests them.

Volume 1 - Technical Capability (maximum 8 pages + attachments)

Describe your ability to perform the full Statement of Work: annual preventive maintenance, quarterly air sampling, and unscheduled/emergency repairs on the Bauer TCOM-26, Bauer DOTR26-WRAF, and Stallion Centaur systems at both Edwards AFB and Plant 42.

Attach (these pages do not count against the 8-page limit):

- Named list of technicians who will perform the work, with current manufacturer training certificates or OEM authorization letters covering **both** Bauer and Stallion/ Centaur equipment. Teaming is permitted; include certificates for all team members.
- Your plan for meeting the response times in the Statement of Work (2-hour acknowledgment and 24-hour on-site for mission-critical or flight-line failures; 4-hour acknowledgment and 48-hour on-site for routine failures) at both locations. Identify primary staging location(s) and backup capacity.
- Brief description of diagnostic equipment, parts supply process, and quality-control measures that will be used to maintain system performance and life-safety certifications in accordance with the Statement of Work.

Volume 2 - Past Performance (maximum 4 pages + references)

Provide up to three examples of similar high-pressure breathing-air compressor maintenance or repair work performed within the last five years for fire or life-safety customers. For each example include customer name and point of contact, contract or order number, period of performance, approximate value, and a short description of the work. Include any available performance assessments. A Past Performance Questionnaire is provided as an attachment and may be used.

Volume 3 - Price

Provide the following three items:

1. Your fixed annual price for scheduled preventive maintenance and quarterly air sampling covering all three systems at both Edwards AFB and Plant 42.
2. Your fully burdened hourly rates for these two labor categories:
 - Certified Breathing Air Technician - Regular Time
 - Certified Breathing Air Technician - Overtime / Emergency Call-Out
3. Your fixed percentage discount off the current OEM published list price for replacement parts.

Do not submit OEM price lists and do not calculate a total evaluated price. The Government will use the prices and rates you provide for comparative evaluation and for pricing future Task Orders.

L.2 Questions

All questions must be submitted in writing to christopher.barnes.50@us.af.mil and alexia.del_real@us.af.mil no later than 1400 PDT on 26 October 2026. The Government intends to post consolidated answers by amendment on or about 30 October 2026. Late questions may not be answered.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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

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

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

M.1 Basis for Award

The Government will establish a Basic Ordering Agreement with the responsible offeror whose quote is determined to be the best suited and provides the best value after comparative evaluation of the factors below.

No adjectival, numerical, color, or other formal ratings will be assigned. The Government will compare quotes directly to one another, considering all factors together. The relative importance of the factors may vary depending on the specific content of the quotes received. The Government may award without discussions and may select a higher-priced quote if it is comparatively superior overall.

M.2 Evaluation Factors

Factor 1 - Technical Capability

The Government will compare the strength of each offeror's dual-OEM (Bauer and Stallion/Centaur) manufacturer-trained or certified technician coverage, the credibility of the response plan for both operating locations, and the processes that will maintain system performance and life-safety certifications. Quotes that fail to demonstrate dual-OEM capability or a workable response plan will not be considered further.

Factor 2 - Past Performance

The Government will compare the relevance and quality of recent similar work. Offerors with no relevant past performance will be treated as neutral on this factor.

Factor 3 - Price

The Government will evaluate the fixed annual maintenance/sampling price, the two labor rates, and the parts discount for fairness and reasonableness. These prices and rates will also be used for pricing future Task Orders.

M.3 Responsibility

Before award the Contracting Officer will determine responsibility under RFO Part 9

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:

Technical Capability

Past Performance

Price

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

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

(End of provision)