SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W15QKN26QA132	☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	18 JUN 2026	1		44

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		0000

7. ISSUED BY CODE W15QKN

W6QK ACC-PICA
KO CONTRACTING OFFICE, BUILDING 10 PHIPPS RD
PICATINNY ARSENAL, NJ 07806-5000
UNITED STATES
NELIA SHYSHAK, EMAIL: NELIA.SHYSHAK.CIV@ARMY.MIL TELEPHONE: 609 562 3774

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	NELIA SHYSHAK	609 562 3774

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

PROJECT TITLE: RUBBERIZED ROOF SEALANT REMOVAL AND REPLACEMENT, BUILDING 3574
PROJECT LOCATION: DEVENS RFTA, MA

RUBBERIZED ROOF SEALANT REMOVAL AND REPLACEMENT, BUILDING 3574, DEVENS RFTA, MA

SDVOSB SET ASIDE

11. The contractor shall begin performance within 10 calendar days and complete it within 20 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. ***(See*** FAR 52.211-10 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☐ YES ☒ NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 12:00 PM ***(hour)*** local time 02 JUL 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☐ is, ☒ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 10 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT
☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

Section A - Solicitation/Contract Form

Instrument Name: B3574 Roof Sealant Removal and Replacement, Devens RFTA, MA

Product Service Code : Z2AZ

INSTRUCTIONS TO OFFERORS

*** THIS REQUIREMENT IS SET-ASIDE 100% FOR SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (SDVOSB) ***

*** THIS REQUIREMENT IS SUBJECT TO THE AVAILABILITY OF FUNDS IN ACCORDANCE WITH FAR 52.232-18 ***

This requirement is being solicited utilizing the procedures set forth in FAR Part 12, Acquisition of Commercial Products and Commercial Services, and FAR Part 36, Construction Contracts. In accordance with FAR 19.106-2, this acquisition is restricted to certified SDVOSB concerns eligible under the SDVOSB Program.

1. Purpose:

The purpose of this solicitation is to procure commercial construction services for the specialty trade removal and replacement of rubberized roof sealant at Building 3574, Devens Reserve Forces Training Area (RFTA), Devens, MA 01434, in support of the U.S. Army Garrison Devens RFTA. The Contractor shall provide all plant, labor, equipment, tools, materials, supervision, and transportation to accomplish the work described in the Performance Work Statement (PWS) dated 17 June 2026.

2. Contract Type, Period of Performance, and Execution Sequence:

The Government intends to award a single, Firm-Fixed-Price (FFP) contract. The period of performance is estimated to be 20 working days from the Notice to Proceed.

To ensure regulatory compliance and proper coordination, contract execution shall follow this strict chronological sequence:

1. Contract Award: The Government executes and issues the FFP contract in the Army Contract Writing System (ACWS).

2. Notice to Proceed (NTP): Upon contract execution, the Contracting Officer will issue a formal, written Notice to Proceed (NTP). The date of the NTP formally starts the 20-working-day Period of Performance (PoP) clock.

3. Required Submittals: Within ten (10) business days following NTP, the Contractor shall submit all required technical documents specified in SOW Section 1.2 for Government review and approval.

4. Pre-Construction Conference: After NTP but prior to actual work, a Pre-Construction Conference will be conducted to review base access and safety.

5. Onsite Work Commencement: Actual physical onsite work begins. The contractor is put on notice that physical mobilization, tool delivery, or actual onsite work is strictly prohibited prior to the NTP.

3. System for Award Management (SAM):

The Offeror must be registered and active in SAM (https://www.sam.gov/) with no active exclusions and maintain active SDVOSB certification to be eligible for award.

4. Additional Instructions:

See FAR clause 52.212-1, "Instructions to Offerors - Commercial Products and Commercial Services" and the addendum to this provision herein.

5. Evaluation Criteria:

See FAR clause 52.212-2, "Evaluation - Commercial Products and Commercial Services" and the addendum herein. The Government will use the Lowest Price, Technically Acceptable (LPTA) source selection process.

6. Site Visit:

A site visit is highly encouraged. Offerors are urged to inspect the site to satisfy themselves regarding all conditions that may affect contract performance. Failure to inspect the site shall not constitute grounds for a claim after award.

Scheduled Site Visit:

25 June 2026 at 9:00AM EST

26 June 2026 at 9:00AM EST

Site Visit Address: Building 3574, Devens RFTA, Main Cantonment Area, Devens, MA 01434.

Required Document for Visitor's Pass: See Attachment 0004 - Devens Visitors Pass

Request. Offerors must fill out the required information and submit the completed request at least forty-eight (48) hours prior to the scheduled site visit date and time to ALL of the following Point of Contact (POC):

Zygmunt Osiecki, DPW Director | Email: zygmunt.v.osiecki.civ@army.mil | Phone:

(978) 615-6104

7. Bond and Payment Security Requirements:

In accordance with FAR 28.102-1 and FAR 28.102-3, because the estimated value of this construction requirement falls below the $35,000.00 statutory threshold:

Pre-award Bid Guarantees (FAR 52.228-1) are Not Required.

Post-award Performance and Payment Bonds (SF 25/SF 25A) are Not Required.

Alternative Payment Protections (FAR 52.228-13) are Not Required.

8. Submittals (Sequence Step 3):

The following submittals are required from the awardee within ten (10) business days following the Notice to Proceed (NTP). Government approval is required for all submittals. No physical work or sealant installation shall begin until these submittals are approved in writing by the Government:

Rubberized Roof Sealant Replacement Plan (SD-03)

Warranty Management Plan (SD-03)

Manufacturer's Instructions (SD-08)

Operations and Maintenance Data (SD-10)

9. Questions:

Questions regarding this solicitation shall be submitted in writing via e-mail no later than 12PM EST 30 June 2026 to the Contract Specialist, Nelia Shyshak, at nelia.shyshak.civ@army.mil and the Contracting Officer, Edward Sherwood, at edward.l.sherwood.4@army.mil.

10. Completing a Quote for Submittal:

(a) Submission Deadline and Method:

Quotes are due no later than 12PM EST 2 July 2026. All quotes must be submitted via electronic mail (e-mail) to the Contract Specialist, Nelia Shyshak, at nelia.shyshak.civ@army.mil and the Contracting Officer, Edward Sherwood, at edward.l.sherwood.4@army.mil. Proposals submitted by physical mail, fax, or hand delivery will not be considered.

(b) Required Documents for Submission:

Proposals shall consist of two (2) separate volumes as outlined below:

Volume I - Technical Proposal (15 Page Limit, Searchable PDF):

Offerors must present a technical proposal that clearly demonstrates a comprehensive understanding of the PWS (dated 17 June 2026) and the ability to execute all required sealant tasks.

PWS Understanding & Execution Plan: Provide a brief narrative explaining the offeror's step-by-step approach to accomplishing the work in the PWS, including demolition/sealant removal, disposal, surface preparation, scissor lift operation, and sealant installation.

Subcontractors: If subcontractors are used, provide their names and the percentage of work they will perform. Offerors are reminded that in accordance with FAR 52.219-14, Limitations on Subcontracting, they are expected to comply with applicable limitations on subcontracting (not paying more than 75% of the amount paid by the Government for contract performance to subcontractors that are not similarly situated).

Volume II - Price Proposal (No Page Limit):

Completed Attachment 0003 - Contractor Cost Breakdown Form: Offerors must complete and submit the blank spreadsheet Attachment 0003 - Contractor Cost Breakdown Form.xlsx. In accordance with the form's layout:

1. Labor Breakdown: For each proposed labor category (e.g., Roofer / Waterproofer), provide the estimated quantity, unit measure, labor hours, and direct hourly rate. Proposed direct labor rates must meet or exceed the minimum base wage plus fringe benefit rates specified in the attached Davis-Bacon Act Wage Determination MA20260001, dated May 18, 2026.

2. Materials & Equipment: Detail all materials (e.g., commercial-grade sealant) and equipment rentals (e.g., scissor lift rental) necessary to perform the installation.

3. Indirect Rates & Profit Breakout: Apply and separately identify the contractor's Overhead/G&A rate (applied to Subtotal 1) and Profit rate (applied to Subtotal 2) in the designated summary fields at the bottom of the spreadsheet to calculate the Grand Total.

Completed CLIN Pricing: Complete the pricing for each CLIN on the solicitation form (e.g., SF 1442). All prices must be Firm-Fixed-Price (FFP).

Additional Required Forms:

Signed Solicitation Form: Submit the signed solicitation cover page (SF 1442).

(c) Certificate of Insurance (COI):

A valid Certificate of Insurance (COI) is required to be submitted by the apparent successful awardee prior to award, within five (5) calendar days of request, in accordance with FAR 52.228-5 and Required Insurance.

(d) Provisions and Clauses:

Offerors shall complete all "fill-ins" in provisions and clauses that apply and include them with their submission.

(e) Failure to provide any information required may result in the offeror being deemed non-responsive and ineligible for award.

11. Offer Validity:

All offers shall remain valid for 120 calendar days from the quote due date.

v12. Attachments:

Attachment 0001 - Performance Work Statement (PWS) dated 17 June 2026

Attachment 0002 - Applicable Davis-Bacon Act Wage Determination (MA20260001, dated May 18, 2026, Middlesex County, MA)

Attachment 0003 - Contractor Cost Breakdown Form

ADDENDUM TO FAR 52.212-4 -- CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

The terms and conditions of FAR 52.212-4 are hereby tailored, supplemented, and modified pursuant to FAR 12.302(d) to incorporate construction-specific, labor-compliance, and technical submittal requirements for this contract. In the event of any conflict or inconsistency between the standard provisions of FAR 52.212-4 and this Addendum, the terms of this Addendum shall take precedence.

1. TAILORING DELETIONS

The following standard paragraphs of FAR 52.212-4 are hereby deleted and excised from this contract:

Paragraph (h) Patent Indemnity

Paragraph (n) Title

Paragraph (o) Warranty

Paragraph (p) Limitation of Liability

2. SECTION (a) INSPECTION/ACCEPTANCE

In addition to the standard commercial inspection rights, the following construction-specific quality assurance gates are incorporated:

Mandatory Technical Submittals: In accordance with Section 1.2 of the PWS, the Contractor shall submit the following documents to the Government within ten (10) business days following the Notice to Proceed (NTP). No physical installation work or sealant removal shall begin until these submittals are reviewed and approved in writing by the Government (DPW Directorate):

1. Rubberized Roof Sealant Replacement Plan (SD-03)

2. Warranty Management Plan (SD-03)

3. Manufacturer's Instructions (SD-08)

4. Operations and Maintenance Data (SD-10)

Surface Preparation Inspection: The Contractor shall notify the COR or Government Technical POC (Zygmunt Osiecki) immediately upon completing the removal of the existing failed under-eave rubberized sealant and subsequent surface preparation. The Government reserves the right to inspect the exposed surface to ensure it is completely dry, clean, and free of residues before the Contractor applies the new commercial-grade sealant.

Final Inspection and Acceptance: Final acceptance of the roofing repairs is contingent upon the successful completion of a joint physical inspection to verify that the sealant has been uniformly applied over the designated 270 to 300 square feet under-eave perimeter of Building 3574, complies with the manufacturer's technical specifications, and has successfully cured.

3. SECTION (c) SHIPMENT/DELIVERY

The contract execution, performance scheduling, and delivery gates shall strictly adhere to the following mandatory chronological sequence. Compliance with this sequence is a material requirement of the contract:

Step 1: Contract Award: The Contracting Officer executes and issues the FFP contract in the Army Contract Writing System (ACWS).

Step 2: Notice to Proceed (NTP) Issuance: Upon contract execution, the Contracting Officer will immediately issue the formal, written NTP. The date of the NTP formally starts the 20-working-day Period of Performance (PoP) clock.

Step 3: Technical Submittals: Within ten (10) business days of NTP, the Contractor shall submit all required documents (Section 1.2 of PWS) for Government review and approval.

Step 4: Pre-Construction Conference: After NTP but prior to actual work, a Pre-Construction Conference will be conducted to review base access and safety.

Step 5: Physical Mobilization and Onsite Work: The Contractor shall commence physical onsite work immediately following submittal approval and the Pre-Construction Conference. No physical work or mobilization is authorized prior to the NTP.

4. SECTION (q) OTHER COMPLIANCE

Pursuant to 40 U.S.C. 3132 and FAR 28.102-1(b), because the total estimated value of this commercial construction requirement is $9,525.90 (which falls below the $35,000.00 statutory floor for alternative payment protections):

All performance and payment bonds (SF 25/SF 25A) and alternative payment protections (FAR 52.228-13) are waived in their entirety.

No pre-award or post-award payment security of any kind shall be required from the Contractor.

5. SECTION (r) COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS

The Contractor is subject to 40 U.S.C. Chapter 31, Subchapter IV, Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act), and FAR Clause 52.222-6:

Wage Determination Mandate: The Contractor shall pay all laborers and mechanics performing installation and construction work under this contract at rates not less than those established in the attached Davis-Bacon Act Wage Determination MA20260001 (issued/revised May 18, 2026) for Building Construction in Middlesex County, MA.

Cost Breakdown Consistency: In accordance with the instructions in Section L, the Contractor's completed Attachment 0003 - Contractor Cost Breakdown Form.xlsx shall detail direct labor hourly rates matching or exceeding the prevailing wages and fringe benefits mandated in Wage Determination MA20260001, with Overhead/G&A and Profit separately calculated in the summary fields at the bottom of the worksheet.

*** END OF NARRATIVE ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Removal and Replacement of Sealant on Roof Perimeter B3574 Product Service Code: Z2AZ Pricing Arrangement: Firm Fixed Price	1	Job		

Section C - Description/Specifications/Statement of Work

Requirements

B3574 Roof Sealant Removal and Replacement

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-12	Inspection of Construction.	1996-08		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.236-7000	Modification Proposals--Price Breakdown.	1991-12		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

"Document type" means the type of payment request or receiving report available for creation

in Wide Area WorkFlow (WAWF).

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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.

CONSTRUCTION AND FACILITIES MAINTENANCE INVOICE SRN/SDN: TBD

(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	HQ0490

Issue By DoDAAC W15QKN
Admin DoDAAC W15QKN
Inspect By DoDAAC W13GPY
Ship To Code N/A
Ship From Code N/A
Mark For Code N/A
Service Approver (DoDAAC) W13GPY
Service Acceptor (DoDAAC) W13GPY
Accept at Other DoDAAC N/A
LPO DoDAAC N/A
DCAA Auditor DoDAAC N/A
Other DoDAAC(s) N/A

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

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

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

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

(g) WAWF point of contact.

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

____

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Section I - Contract Clauses

Disclosure of Unit Price Information

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

Required Insurance

In accordance with FAR 28.307-2, the Contractor is required to provide and maintain the kinds and minimum amounts of insurance stated below:

(a) Workers' Compensation and Employer's Liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this

coverage. Employer's liability coverage of at least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) General Liability.

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) Automobile Liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury,

other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel Liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

HQ AMC-Level Protest Program

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) to:

Address:

Headquarters U.S. Army Materiel Command

Office of Command Counsel-Deputy Command Counsel

4400 Martin Road

Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840

Email: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:

Web Address: http://www.amc.army.mil/amc/commandcounsel.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC Level Protest Procedures.

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.204-91	Contractor Identification. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		

52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02
52.219-27	Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program. (Deviation 2026-O0038)	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-	2026-02

	O0038)	
52.222-15	Certification of Eligibility.	2014-05
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02

52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.243-4	Changes. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.246-21	Warranty of Construction.	1994-03

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7018	Prohibition on the Acquisition of	2023-01		

	Covered Defense Telecommunications Equipment or Services.	
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7001	Buy American and Balance of Payments Program.	2024-02
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.232-7010	Levies on Contract Payments.	2006-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02		

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-

[Contracting Officer check as appropriate.]

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

[X] 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 protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé 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)

52.252-2	Clauses Incorporated by Reference.	1998-02

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):

https://www.acquisition.gov/far-overhaul ____ ____[Insert one or more Internet addresses]

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.236-7001	Contract Drawings and Specifications.	2000-08		

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.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(End of clause)

Section J - List of Attachments

Attachment 0001 - Performance Work Statement (PWS) dated 17 June 2026

Attachment 0002 - Applicable Davis-Bacon Act Wage Determination

Attachment 0003 - Contractor Cost Breakdown Form

Attachment 0004 - Devens Visitors Pass

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Davis-Baco n Act WD # MA2026000 1 d. 5.18. 2026	Wage Determination		08 Jun 2026			Attachment	No
0002	BLDG 3574 Rubberize d Roof Sea lant Repla cement 17 June 2026	Performance Work Statement		17 Jun 2026			Attachment	No
0003	ATTACHMENT 0003 – CO NTRACTOR P RICE BREAK DOWN FORM	ATTACHMENT 0003 – CONTRACTOR PRICE BREAKDOWN FORM		08 Jun 2026			Attachment	No
0004	Devens_Vis itors_Pass _Request	Specification		18 Jun 2026			Attachment	No

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

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

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-90	Offeror Identification. (Deviation 2026-O0038)	2026-02		

Offeror Identification (Feb 2026) (Deviation 2026-O0038)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) Unique entity identifier (UEI).

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) Taxpayer identification. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

[ ] TIN: ____;

[ ] TIN has been applied for; or

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government; or

[ ] Offeror is an agency or instrumentality of the Federal Government.

(2) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4; or

[ ] Other.

(3) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

[ ] Name and TIN of common parent:

Name: ____

TIN: ____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S. C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for-

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner	____	____
Highest-level owner	____	____
Predecessor*	____	____

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.219-1	Small Business Program Representations. (Deviation 2026-O0038)	2026-02

Small Business Program Representations (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is

given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238160[insert NAICS code].

(2) The small business size standard is $19.0 million[insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-

owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

(1) The offeror represents as part of its offer that-

(i) it [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [_____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small disadvantage business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

DFARS Provisions Incorporated by Full Text

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

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

The Offeror is not required to complete the representation in this provision if the Offeror has

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

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

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

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

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

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

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

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

manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

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

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

(End of provision)

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

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

Instructions to Offerors - Commercial Items

Paragraph (b) period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

ADDENDUM TO FAR 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

(a) Basis for Award

The Government intends to award a single, Firm-Fixed-Price Purchase Order resulting from this solicitation to the responsible and responsive offeror whose quote conforms to all solicitation requirements and represents the lowest total price.

Because this requirement is being evaluated on a Price-Only basis, no technical proposals are required and no technical evaluations of proposals will be conducted. Responsibility will be determined in accordance with FAR Subpart 9.1.

The Government intends to award without discussions; however, the Government reserves the right to conduct discussions if it is determined to be in the best interest of the Government.

Minimum Requirements for Responsiveness and Acceptability

To be eligible for award, the offeror must meet the following minimum requirements. Failure to meet these requirements will result in the quote being deemed non-responsive and ineligible for award:

1. Complete Submission: The offeror must submit all required documents prior to the solicitation closing date and time, in accordance with the Instructions to Offerors, Paragraph 10(b). This includes:

A completed and signed SF 1442 (including CAGE code and UEI).

A completed Attachment 0003 (Contractor Cost Breakdown Form).

Completed CLIN pricing on the SF 1442.

2. Unconditional Acceptance: The offeror must accept all terms and conditions of the solicitation without exception. Quotes taking exception to any terms, conditions, or the Performance Work Statement (PWS) will be rejected.

3. SAM Registration: The offeror must have an active registration in the System for Award Management (SAM) with no exclusions at the time of quote submission and award.

4. Price Reasonableness: The proposed price must be determined fair and reasonable. The Government will utilize price analysis techniques in accordance with FAR procedures to determine if the proposed price is realistic and reasonable.

(b) Options and Responsibility Evaluation

While the Government does not currently anticipate options for this requirement, if option CLINs are utilized, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options shall not obligate the Government to exercise the option(s).

Prior to award, a responsibility determination will be conducted in accordance with FAR 9.104. The Government may utilize the Supplier Performance Risk System (SPRS), the Federal Awardee Performance and Integrity Information System (FAPIIS), and any other Government-sponsored performance or integrity databases to assess the offeror's record of past performance, integrity, and business ethics.

(c) Acceptance of Offer

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.

Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

Contract Terms and Conditions - Commercial Items Paragraphs (h), (n), (o) and (p) are hereby deleted from the referenced clause

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		