SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: W912JM26QA019

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: MEGAN PAINTER

b. TELEPHONE NUMBER *(No collect calls)*: 678-569-6339

8. OFFER DUE DATE/ LOCAL TIME: 13 AUG 2026 07:00 AM

9. ISSUED BY — CODE W912JM

W7M3 USPFO ACTIVITY GA ARNG
KO FOR GAARNG DO NOT DELETE, 1000 HALSEY AVE BLDG 447
MARIETTA, GA 30069-0001
UNITED STATES
MEGAN PAINTER, EMAIL: MEGAN.R.PAINTER.MIL@ARMY.MIL TELEPHONE: 678-569-6339

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 333924

SIZE STANDARD: USD 8,000,000.00

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
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE

W7M3 USPFO ACTIVITY GA ARNG
1000 HALSEY AVENUE, MARIETTA GA 30060-0000
MARIETTA, GA 30060-0000

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY — CODE

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER [ ]

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

SEE SECTION G - CONTRACT ADMINISTRATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

[x] 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 — [x] 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

Section A - Solicitation/Contract Form

Instrument Name: G4 Warehouse 44K Forklift

Product Service Code : 3930

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Warehouse 44K Forklift Product Service Code: 3930 North American Industry Classification System (NAICS): 333924 Pricing Arrangement: Firm Fixed Price	1	Each		

Section C - Description/Specifications/Statement of Work

0001

SALIENT CHARACTERISTICS (MINIMUM MANDATORY SPECIFICATIONS)

To be considered technically acceptable for this solicitation, the proposed equipment must meet or exceed the following minimum specifications:

a. Lift Capacity and Performance:

    a. Minimum rated lift capacity of 44,000 lbs at a 48-inch load center.

    b. Equipment must be capable of operating safely on unimproved motor pool surfaces (gravel, dirt, and wet concrete).

b. Powerplant and Fuel Compatibility (CRITICAL):

    a. Must be equipped with a compression-ignition diesel engine capable of continuous operation utilizing JP-8 (F-24) tactical aviation turbine fuel without causing damage to the fuel injection system.

    b. Emissions Bypass: Due to the high sulfur content of JP-8 fuel, the engine must NOT utilize Selective Catalytic Reduction (SCR) or Diesel Particulate Filter (DPF) systems requiring Diesel Exhaust Fluid (DEF). The vendor must provide an engine (e. g., Tier 3 or equivalent mechanical configuration) authorized via an EPA National Security Exemption (NSE). GAARNG will provide the authorizing command letterhead to the winning vendor for the NSE.

c. Mast Assembly and Reach:

    a. Must be equipped with a 2-Stage Duplex Mast with Free Lift configuration to maximize forward operator visibility.

    b. Minimum Maximum Fork Height (MFH) of 236 inches (19.6 feet) to support 3-high stacking of ISO shipping containers.

    c. Lowered mast height must not exceed 200 inches.

d. Forks and Carriage:

    a. Minimum 96-inch (8-foot) long forks mounted on a roller carriage.

    b. The carriage must be equipped with hydraulically operated independent side-shift and independent fork-positioning controllable directly from the operator's cab.

e. Tires:

a. Must be equipped with puncture-resistant Foam-Filled Pneumatic Tires or resilient solid tires to prevent mission-stopping flats from motor pool debris. Standard air-filled pneumatic tires are unacceptable.

f. Operator Environment and Safety:

a. Fully enclosed steel operator cab equipped with Electronic Climate Control (ECC) featuring both Heater and Air Conditioning.

b. Integrated backup camera with an in-cab display monitor.

c. Elevated engine air intake with pre-cleaner to mitigate dust ingestion.

Requirements

G4 Warehouse 44K Forklift

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Please see CLINs for Delivery address DoDAAC: W38G4L CountryCode: USA W7M3 USPFO ACTIVITY GA ARNG 1000 HALSEY AVENUE, MARIETTA GA 30060-0000 MARIETTA, GA 30060-0000 UNITED STATES CPT Sierra Reyes

Section F - Deliveries or Performance

0001	**Delivery Schedule** Delivery On Or Before Delivery Date 30 Sep 2026 **Quantity** 1 Each **Address and POC** Ship To DoDAAC: W38G4L CountryCode: USA W7M3 USPFO ACTIVITY GA ARNG 1000 HALSEY AVENUE, MARIETTA GA 30060-0000 MARIETTA, GA 30060-0000 UNITED STATES CPT Sierra Reyes **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		

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.

(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.

Combo

(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	HQ0670
Issue By DoDAAC	W912JM
Admin DoDAAC	W912JM
Inspect By DoDAAC	W38G4L
Ship To Code	W38G4L
Ship From Code	—

Mark For Code	—
Service Approver (DoDAAC)	—
Service Acceptor (DoDAAC)	—
Accept at Other DoDAAC	—
LPO DoDAAC	—
DCAA Auditor DoDAAC	—
Other DoDAAC(s)	—

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

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

(g) *WAWF point of contact.*

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

Barbara Palmer

barbara.a.palmer36.civ@army.mil

(678) 569-6205

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

(End of clause)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (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	2026-02		

	2026-O0038)	
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination	2026-04

	by Federal Contractors. (Deviation 2026-O0040, Revision 1)	
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2026-02
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
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04

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		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7001	Buy American and Balance of Payments Program.	2024-02		
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03		
252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
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		
252.226-7001	Utilization of Indian	2023-01		

	Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	
252.232-7010	Levies on Contract Payments.	2006-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
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

[ ] 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)

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
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		
252.225-7055	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
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation. (Deviation 2026-O0038)	2026-02		

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 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

0001

ADDENDUM TO 52.212-1

Solicitation provision 52.212-1, Instruction to Offerors - Commercial Items, is tailored as follows:

Paragraph (b)(11), Submission of offers, is deleted.

Paragraph (c), Period for acceptance of offers, 30 calendar days is changed to 90 calendar days.

Paragraph (d), Product samples, is deleted.

Paragraph (g), Contract award, add the following: If discussion are held, a competitive range will be determined and offerors will be notified. The Contracting Officer may limit the competitive range for purposes of efficiency IAW FAR Part 15.306 (c)(2).

Paragraph (h), Multiple awards, is deleted.

Paragraph (i), Availability of requirements documents cited in the solicitation, is deleted.

The following paragraphs are added to provide specific instructions.

(m) Offer submittal and inquiries.

(1) Offers must be submitted by email to both Points of Contact listed below. Submission must be received no later than the date and time in Block 8 of the SF 1449. It is the contractor's responsibility to confirm receipt of correspondence. **Email submittals should include the solicitation number in the subject of the email. Attached Files should have the company name in the file name.**

(2) Any questions regarding this solicitation must be submitted in writing no later than 3 days after the issuance of the solicitation or 1 day after a site visit (if conducted). **Submit all questions to both Points of Contact listed below:**

(3) Points of Contact:

Melvin F. Reid

Phone: (678) 569-8432

Megan R. Painter

Phone: 678-569-6339

melvin.f.reid2.civ@army.mil megan.r.painter.mil@army.mil

(n) Offer content.

(1) Request for Proposal Documents: Offerors are required to submit a completed Standard Form (SF) 1449. Failure to follow the instructions below may cause your offer to be deemed unacceptable by the Government.

(i) SF 1449: This form must be fully completed and signed in block 20. **The contractor shall acknowledge any amendments** to the RFQ in accordance with the instructions on the SF 1449 (page 1of the SF30 amendment must be signed and returned).

(ii) Price Schedule: Pricing shall be entered on the SF 1449. Prices should show each unit price and total amount for each line item. The offerors shall ensure the units prices are represented in two decimal positions only ($0.27, not $0.2745).

(iii) Representations and Certifications: The offerors shall ensure that they have completed their Online Representations and Certifications at SAM.gov.

(iv) In addition to the signed SF 1449, offerors shall submit the following:

VOLUME I Technical Proposal

VOLUME II Past Performance

(2) Technical Submission shall include:

(i) An estimated timeline for delivery of requested items.

(ii) A list of proposed equipment with specifications.

(3) Past Performance: Offerors shall describe their record of past performance with services similar in nature, size, and complexity. Offerors shall submit a list of relevant contracts performed within the past 3 years including current work. Past performance information shall be presented in the following format. Data that is not current or references that can no longer be reached will be discarded and not considered.

- Customer Name

- Contract number, contract value, and period of performance

- Description of the work and how it is relevant to this solicitation

- Points of contact with telephone numbers and e-mail addresses

(o) Protest Information:

NGB Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns with the National Guard (NG) as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) 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 NG protest decision goal is to resolve protests within 35 calendar days from filing. An agency protest may be filed with either the Contracting Officer or the NG Agency's Protest Decision Authority, but not both, in accordance with NG protest procedures.

To be timely, the protests must be filed with the periods specified in FAR 33.103. To file a protest under the NG Agency Protest Program, the protest must request resolution under that program and be sent to the address below:

National Guard Bureau

Office of the Director of Acquisitions/ Head of Contracting Activity

ATTN: NGB-AQ-O

111 S. George Mason Dr.

Arlington, VA 22204

Email: ng.ncr.ngb-arng.mbx.ngb-task-order-ombudsman@mail.mil

All other agency-level protests should be sent to the Contracting Officer for resolution at the address in the solicitation. See FAR clause 52.233-2.

(End of Addendum)

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		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-4	Notice of Price Evaluation Preference for HUBZone Small	2026-02		

Business Concerns. (Deviation
2026-O0038)

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)

Section M - Evaluation Factors for Award

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ADDENDUM TO 52.212-2

Solicitation provision 52.212-2, Evaluation - Commercial Items, is tailored as follows: Paragraph (a), (b), and (c) are deleted and hereby replaced as follows:

(a) Basis of Award: This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 13.106-2, Evaluation of Quotations or Offers, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). Award will be made to a single offeror who is deemed responsible in accordance with the FAR, whose offer conforms to the solicitation requirements and is determined to be the overall best value to the Government. **The offer selected as the best value may be other than the lowest priced offer.** The Government reserves the right to negotiate with offerors if so desired.

(b) Evaluation Criteria: Each offer will be evaluated by Government Subject matter experts. Three evaluation factors will be used: Technical, Past Performance, and Price.

(1) **Technical: Offers that provide the following will be more highly rated:**

(i) **Quicker Delivery**

(ii) **Superior Equipment Specifications**

The Technical Factor will receive one of the ratings defined below:

Rating	Description
Very Good	The offer indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is very low.

Sufficient	The offer meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is low.
Marginal	The offer has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is moderate.

(2) Past Performance: The Government will evaluate the offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the PWS. The Government will consider the role of the contractor in the past performance in addition to the similarity of scope in determining the relevance of the performance as a factor in assessing performance confidence. The evaluation will be conducted using Government databases including CPARS.

Rating	Description
Substantial Confidence	Based on the offeror's performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's performance record, the Government has a lower expectation that the offeror will successfully perform the required effort.

(3) Price: The Price Factor will be evaluated on the subfactors listed below:

(i) Price Reasonableness: The Government will evaluate the reasonableness of the offeror's proposed price, in accordance with the definition in FAR 31.201-3. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business**. Offers with prices that are unreasonably high, unrealistically low, unbalanced, or do not support the technical solution may be eliminated from competition on the basis that the offeror may not understand the requirement and represents too great a risk**. If only one offer is received, the contracting officer may follow the procedures at DFARS 215.371-3 to establish a fair and reasonable price.

(End of Addendum)