SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER	PAGE 1 OF
	29

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W15QKN26QA155	31 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	MICHAEL ROMANO	(520) 687-6021	10 AUG 2026 10:00 AM

9. ISSUED BY — CODE W15QKN

W6QK ACC-PICA
KO CONTRACTING OFFICE, BUILDING 10 PHIPPS RD
PICATINNY ARSENAL, NJ 07806-5000
UNITED STATES
MICHAEL ROMANO, EMAIL: MICHAEL.ROMANO2.CIV@ARMY.MIL
TELEPHONE: (520) 687-6021

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 339920

SIZE STANDARD: 750

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	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
☐ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
SEE SCHEDULE			

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NUMBER				

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA
SEE SECTION G - CONTRACT ADMINISTRATION DATA

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Section A - Solicitation/Contract Form

Instrument Name: FY26 Range Refresh- Ft. Devens, MA

Product Service Code : 7810

Continuation of Description

INSTRUCTIONS TO OFFERORS

THIS REQUIREMENT IS SOLICITED AS 100% TOTAL SMALL BUSINESS SET-ASIDE AND IS SUBJECT TO THE AVAILABILITY OF FUNDS IAW FAR CLAUSE 52.232-18

1. The Army Contracting Command- New Jersey (ACC-NJ) on behalf of the United States Army Garrison (USAG) Devens Reserve Forces Training Area (RFTA) has a requirement for the procurement and installation of new target systems. The Contractor shall provide all plant, labor, equipment, tools, materials, supervision, incidentals, and services required to perform and complete the work necessary to supply and deliver the target systems to Devens Reserve Forces Training Area (Devens RFTA). Devens RFTA is located at 4260 Jackson Rd, Devens MA 01434. The contractor shall perform to the standards in accordance with the Statement of Work (SOW), as well as all local, state and federal regulations.

2. The North American Industry Classification System (NAICS) Code that applies to the principal nature of the acquisition is 332999 - All Other Miscellaneous Fabricated Metal Product Manufacturing with a corresponding size standard of 750 employees.

3. The Government intends to award a single, firm-fixed-price (FFP) contract. The supply identified in this requirement shall be delivered and unloaded to the site as specified in the SOW. The delivery and unloading area will be open and available to the Contractor Monday through Friday between 8am and 3:00pm (EST) excluding Federal Holidays (no exceptions). All deliveries must be completed during those hours. Two days advance notice of all deliveries must be provided to the Contracting Officer Representative (COR).

4. The Offeror must be registered in the System for Award Management (SAM) in order to be eligible to receive a Department of Defense contract award. If you need to register in SAM go to https://www.SAM.gov.

5. See Federal Acquisition Regulation (FAR) Clause 52.212-l, "Instructions to Offerors - Commercial Products and Commercial Services" and FAR 52.212-1, Addendum for additional information.

6. See FAR Clause 52.212-2,"Evaluation - Commercial Products and Commercial Services" and FAR 52.212-2, Addendum for additional information and evaluation criteria.

7. A site visit will not be held for this requirement.

8. All questions regarding this solicitation shall be submitted via E-mail no later than 10:00 AM EDT on Wednesday, 05 AUG 2026 to the Contract Specialist: Michael Romano at michael.romano2.civ@army.mil and the Contracting Officer: Jasmyne Peterson at Jasmyne.C.Peterson.civ@army.mil. The questions will be answered all at once and uploaded to the Contract Opportunities website at https://www.sam.gov posting after the question period has ended.

9. COMPLETING A QUOTE FOR SUBMITTAL

a. Proposals are due no later than the date and time listed in Block 8 of the SF 1449 and shall be submitted via email to: Michael Romano, Contract Specialist at michael.romano2.civ@army.mil and Jasmyne Peterson, Contracting Officer at Jasmyne.C.Peterson.civ@army.mil. Updates to this solicitation will be posted on the Contract Opportunities website at https://www.SAM.gov.

b. The Offeror shall provide the name, title, address, email address, and telephone number of the company/division point of contact regarding business decisions made with respect to the proposal and who can contractually obligate the company. In addition, the contractor shall sign and acknowledge any potential resulting amendments to this solicitation. In doing so, the offeror agrees to the contract terms and conditions as written in the Solicitation.

c. The Offeror shall submit a price for each FFP Contract Line-Item Number (CLIN) on the Standard Form (SF) 1449. The Government maintains a tax-exempt status.

d. The Offerors shall submit a signed SF1449 (Block 30a. Signature of Offeror/Contractor). The Offeror is required to complete blocks 30a, 30b and 30c of the SF1449. In doing so, the Offeror agrees to the contract terms and conditions as written in the solicitation.

e. The Offerors shall provide their UEID Number, CAGE Code, Federal Tax Identification Number and any small business preference or socioeconomic designations (8a Certified, HUBZone Certified, WOSB, etc.) that are applicable to this NAICS Code stated in the 'Instructions to Offerors' page.

f. Pricing for each CLIN must be submitted in the proper format. The proper format consists of QUANTITY* UNIT PRICE= AMOUNT/NET AMOUNT. In the event there is a discrepancy in the calculation, the UNIT PRICE will be held to the intended price multiplied by the QUANTITY. If the offeror shows only the AMOUNT/NET AMOUNT, but fails to enter a UNIT PRICE, the AMOUNT /NET AMOUNT divided by the QUANTITY will be held to be the intended price.

g. The Offeror shall provide proof of a valid Certificate of Insurance in accordance with FAR Clause 52.228-5, "Insurance - Work on a Government Installation" and "Required Insurance".

h. Offeror shall complete all "fill-ins" in provisions and clauses that apply and include with submission response to this solicitation.

i. The offeror is reminded it shall offer on any issued plans, drawings, and specifications as amended. Failure to provide any applicable information required and any deviations, conditions or attachments made by the offeror itself may render the offer non-responsive and may be cause for ineligibility for award.

10. All services shall be performed in accordance with the Statement of Work (SOW).

11. All offers shall remain valid for 120 calendar days. Multiple proposals will not be accepted.

12. SAM Unique ID#:

13. CAGE (commercial and government entity) code:

14. Federal Tax ID

15. Attachments:

Attachment 0001- Curry Range Targets Specs

Attachment 0002- KD Range Targets Specs

Attachment 0003- SIT Targets and SIT Protectors Specs

SOLICITATION ADMINISTRATION

Inquiries concerning all contractual actions after award shall be directed first to the Contract Specialist. In my absence, please contact the Contracting Officer.

CHANGES: The Contract Specialist will incorporate all changes and other administrative actions to the contract as directed and authorized by the Contracting Officer.

CONTRACT SPECIALIST: Michael Romano

e-mail: michael.romano2.civ@army.mil

CONTRACTING OFFICER: Jasmyne C. Peterson

e-mail: Jasmyne.C.Peterson.civ@army.mil

GOVERNMENT POINT OF CONTACT: Daniel Sanchez, Contracting Officer Representative (COR)

Devens Reserve Forces Training Area

Phone: 978-615-6900

e-mail: daniel.j.sanchez76.civ@army.mil

SERVICE LOCATIONS: Devens RFTA, 4260 Jackson Rd, Devens MA 01434

HQ AMC LEVEL PROTEST

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:

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

ADDENDUM TO CLAUSE 52.212-1

Instructions to Offerors - Commercial Products and Commercial Services

Paragraphs (D), (E), (H), and (I) are hereby deleted from the referenced provisions.

Paragraph (C) 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 CLAUSE 52.212-2

Evaluation - Commercial Products and Commercial Services

a. The Government will award a Purchase Order resulting from this solicitation to the responsive, responsible offeror able to meet the requirements of the solicitation and Statement of Work, with

the lowest total aggregate price. Although the Government intends to award without discussion, if the price cannot be determined fair and reasonable, negotiations may commence. The Government reserves the right to seek additional information to determine price fair and reasonableness.

b. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government.

c. 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.

d. The Government will begin the evaluation process with a ranking based on the Total Aggregate Price from the lowest to highest price. Following the price ranking, only the lowest total aggregate priced offeror will be evaluated according to the evaluation criteria set forth in this addendum. If acceptable, the evaluation will stop at that point, and an award will be made to the lowest priced offeror.

ADDENDUM TO CLAUSE 52.212-4

Contract Terms and Conditions - Commercial Products and Commercial Services

Paragraphs (h), (n), (o) and (p) are hereby deleted from the referenced clause.

*** END OF NARRATIVE ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Product Service Description: SIT Targets Product Service Code: 7810 North American Industry Classification System (NAICS): 339920 Pricing Arrangement: Firm Fixed Price	20	Each		
0002	Product Service Description: SIT Target Protectors Product Service Code: 7810 North American Industry Classification System (NAICS): 339920 Pricing Arrangement: Firm Fixed Price	64	Each		

Section C - Description/Specifications/Statement of Work

Requirements

FY26 Devens Range Refresh

Section F - Deliveries or Performance

0001	**Delivery Schedule** From date of lead time event to first product shipment 60 Calendar Days Date of Award **Quantity** 20 Each **Address and POC** Service Performance Site DoDAAC: W13GQF CountryCode: USA W1DC DRFTA MASS INSTALLATION PBO, WHSE BLDG 3574 12 FEINBERG STR DEVENS, MA 01434-4429 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0002	**Delivery Schedule** From date of lead time event to delivery 60 Calendar Days Date of Award **Quantity** 64 Each **Address and POC** Service Performance Site DoDAAC: W13GQF CountryCode: USA W1DC DRFTA MASS

	INSTALLATION PBO, WHSE BLDG 3574 12 FEINBERG STR DEVENS, MA 01434-4429 UNITED STATES **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. (Tailored)	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.

Invoice 2in1

(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.

(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	W13GQF
Ship To Code	W13GQF

Ship From Code	———
Mark For Code	———
Service Approver (DoDAAC)	HQ0490
Service Acceptor (DoDAAC)	HQ0490
Accept at Other DoDAAC	———
LPO DoDAAC	———
DCAA Auditor DoDAAC	———
Other DoDAAC(s)	———

*(*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.

Melanie Karl- melanie.j.karl.civ@army.mil

(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

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	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-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (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
52.222-50	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
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act. (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	2023-03

	Subcontractors.	
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
252.232-7010	Levies on Contract Payments.	2006-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Attachment 0001- Cur ry Range T argets Spe cs	Supporting Technical Documentation	0001	24 Jul 2026		1	Attachment	No
0002	Attachment 0002- KD Range Targ ets Specs	Supporting Technical Documentation	0002	24 Jul 2026		1	Attachment	No
0003	Attachment 0003- SIT Targets a nd SIT Pro tectors Sp ecs	Supporting Technical Documentation	0003	24 Jul 2026		1	Attachment	No

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
52.225-4	Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Deviation 2026-O0038)	2026-02		

Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Feb 2026) (Deviation 2026-O0038)

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) or (c)(1) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(2) of this provision contains a critical component.

(2) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c)

(1) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Other Foreign End Products:

Line Item No.	Country of origin
_____	_____
____	____
____	____

[List as necessary]

(2) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective	Alternate	Variation

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

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

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

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

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

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

(End of provision)

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

0001
Point of Contact: MELANIE KARL 978-615-6805

0002
Point of Contact: MELANIE KARL 978-615-6805

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		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		

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		

Section M - Evaluation Factors for Award

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price /approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

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

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

(End of provision)