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	6. SOLICITATION ISSUE DATE
			W15QKN26QA109	18 JUN 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	NELIA SHYSHAK	609 562 3774	29 MAY 2026 12:00 PM

9. 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

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR
- [x] SET ASIDE: 100 % FOR:
- [x] 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): 238290

SIZE STANDARD: USD 22,000,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [x] 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

W6XB USALRCTR JB MCGUIRE
COMBINED MAINTENANCE FACILITY, BLDG 8411 RANGE ROAD AND 86TH AVE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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 CONTINUATION *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

SEE CONTINUATION

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 CONTINUATION

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

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

31c. DATE SIGNED

Solicitation/Contract Form Continuation

Instrument Name: Install Air Compressor and Pressure Washer Fort Dix

Product Service Code : N043

INSTRUCTIONS TO OFFERORS

*** THIS REQUIREMENT IS SET-ASIDE 100% FOR HUBZONE SMALL BUSINESSES ***

*** 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 19.105-2(b), this acquisition is restricted to certified HUBZone small business concerns.

1. Purpose:

The purpose of this solicitation is to procure commercial specialty trade installation services to install one (1) Government-owned Hotsy Steam Cleaner and one (1) Government-owned Air Compressor at the Logistics Readiness Center (LRC), Building 8411, Range Road, Joint Base McGuire-Dix-Lakehurst (JB MDL), New Jersey 08640. The Contractor shall provide all plant, labor, equipment, tools, materials, supervision, and transportation to accomplish the work described in the Statement of Work (SOW) dated 17 April 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 shall be 60 calendar days from the Notice to Proceed.

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

1. Contract Award: The Government executes and issues the FFP contract.

2. Payment Protection Submission: Within ten (10) calendar days after contract award, the contractor shall submit their selected alternative payment protection to the Contracting Officer for review and approval.

3. Notice to Proceed (NTP): Upon verification and written approval of the contractor's payment protection, the Contracting Officer will issue a formal, written Notice to Proceed (NTP). The date of the NTP formally starts the 60-calendar-day Period of Performance (PoP) clock.

4. Pre-Construction Conference: Within five (5) calendar days of the NTP issuance, a Pre-Construction Conference will be conducted to review base access, safety regulations, and coordinate utility shutdowns.

5. Actual Work / Physical Mobilization: The contractor shall commence physical onsite installation work at Building 8411 only after the Pre-Construction Conference is completed. No physical work or mobilization is authorized 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 HUBZone 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:

Primary Site Visit: 22 June 2026 from 7:30 to 16:00 Local Time

Secondary Site Visit: 25 June 2026 from 7:30 to 16:00 Local Time

Site Visit Address: Building 8411, Range Road, Joint Base McGuire-Dix-Lakehurst (JB MDL), NJ 08640.

Site visit POC:

Ronnie Walker

609-562-4964

ronnie.walker1.civ@army.mi

Please contact the Site Visit POC 24 hours prior for Installation Access Instructions.

7. Alternative Payment Protection Requirements (Sequence Step 2):

In accordance with FAR 28.102-1(b) and FAR 28.102-3, because the estimated value of this construction requirement is between $35,000 and $150,000, standard Miller Act performance and payment bonds (SF 25/SF 25A) and pre-award Bid Guarantees (FAR 52.228-1) are waived. No bid bond or bid security is required to be submitted with the proposal.

To protect subcontractors, laborers, and material suppliers, the Contracting Officer has selected the following three (3) alternative payment protections pursuant to FAR 28.102-1(b)(1):

Option A: A Payment Bond. A formal payment bond (SF 25A) in the amount of 100% of the contract price.

Option B: An Irrevocable Letter of Credit (ILC). An ILC in the amount of 100% of the contract price, issued by a federally insured financial institution in accordance with FAR 52.228-14.

Option C: Certificates of Deposit. A deposit of certificates of deposit from a federally insured financial institution, in an acceptable form and executable solely by the Contracting Officer, in the amount of 100% of the contract price.

Submission and Approval Sequence:

The apparent successful awardee shall submit one (1) of the three alternative payment protections listed above in the amount of 100% of the contract price to the Contracting Officer within ten (10) calendar days after contract award. In accordance with FAR 28.102-1(c) and Section 2 of this solicitation, the security must be approved by the Contracting Officer in writing before the formal Notice to Proceed (NTP) is issued. Physical mobilization and actual work at Building 8411 are strictly prohibited until the NTP is issued.

7a. SPECIAL CONTRACT REQUIREMENT (SECTION H): MANDATORY GOVERNMENT-FURNISHED PROPERTY (GFP) TRANSFER AND CUSTODY SEQUENCE

In accordance with FAR 52.245-1 (Government Property) and DFARS 252.245-7001, and to resolve the silence in the attached Statement of Work (SOW) regarding property handover, the physical transfer of the Government-Furnished Property (GFP) listed in SOW Section 3.0 (one [1] Hotsy Steam Cleaner, Model 5762SS 208, SN 11096540 100120 and one [1] Air Compressor) shall strictly adhere to the following mandatory, contractually binding sequence. Compliance with this sequence is a material requirement of this contract:

1. Written Request for Release: Upon completion and written approval of the mandatory pre-installation Onsite Survey (SOW Section 5.1), the Contractor shall submit a written request to the COR/Government Technical POC (Ronnie Walker) to schedule the GFP transfer. The request must be submitted at least five (5) working days prior to the desired transfer date.

2. Joint Physical Inspection and Inventory: Prior to taking physical custody or moving any equipment, a joint physical inspection and inventory of the Hotsy Steam Cleaner and the Air Compressor shall be conducted at Building 8411, JB MDL, by the Contractor's authorized representative and the COR/Government Technical POC. The purpose of this inspection is to:

Verify model and serial numbers against SOW Section 4.0.

Inventory all shipped components, fittings, accessories, and manufacturer manuals.

Document, in writing and with photographs, any pre-existing physical damage, defects, or missing parts.

3. Notice of Deficiencies (FAR 52.245-1(d)(2)(ii)): If the joint inspection reveals that any GFP is damaged, incomplete, or unsuitable for its intended use, the Contractor shall submit a formal Notice of GFP Deficiency to the Contracting Officer within forty-eight (48) hours of the inspection. The notice must specify the exact nature of the deficiency and its impact on the installation schedule. The Government will, at its own expense, repair or replace the deficient property. If the Contractor fails to report deficiencies within this 48-hour window, the property shall be deemed accepted "as-is" and any subsequent claims of pre-existing damage shall be waived.

4. Formal Execution of DD Form 1149: If the GFP is found acceptable and complete, the transfer of physical custody shall be documented utilizing a DD Form 1149 (Requisition and Invoice /Shipping Document). The DD Form 1149 shall be signed by both the Contractor's representative and the COR/Government Technical POC.

5. Transfer of Risk of Loss: Physical custody and the risk of loss or damage to the Hotsy Steam Cleaner and the Air Compressor shall transfer to the Contractor immediately upon the dual-signing of the DD Form 1149. The Contractor shall safeguard, protect, and maintain the GFP in accordance with FAR 52.245-1 while it is under their physical control. Upon final acceptance and commissioning of the installed equipment, custody and risk of loss shall transfer back to the Government.

The contractor is put on notice that physical mobilization, tool delivery, or actual onsite work is strictly prohibited until a formal, written Notice to Proceed (NTP) has been issued by the Contracting Officer. The NTP will only be issued AFTER the alternative payment protection (Section 7) is approved and the joint DD Form 1149 is fully executed.

8. Questions:

Questions regarding this solicitation shall be submitted in writing via e-mail no later than 27 June 2026 at 13:00 Local Time to the Contracting Officer, Nelia Shyshak, at nelia.shyshak.civ@army.mil

COMPLETING A QUOTE FOR SUBMITTAL (SECTION L)

(a) Submission Deadline and Method:

Quotes are due no later than 30 June 2026. All quotes must be submitted via electronic mail (e-mail) to the Contracting Officer, Nelia Shyshak, at nelia.shyshak.civ@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 SOW (dated 17 April 2026) and the ability to execute all required installation tasks.

SOW Understanding & Execution Plan: Provide a brief narrative explaining the offeror's step-by-step approach to accomplishing the work in the SOW, including the mandatory pre-installation onsite survey, electrical modifications (wiring, breakers, conduit, surge protection), gas piping installation, mechanical anchoring of the compressor and steam cleaner (GFP), and final commissioning.

Subcontractors: If subcontractors are used, provide their names and the percentage of work they will perform. Offerors are reminded that in accordance with FAR 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award, they are expected to comply with applicable limitations on subcontracting.

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, provide the estimated quantity, unit measure, labor hours, and direct hourly rate (complying with the base wage plus fringe benefit minimums in the attached Davis-Bacon Act Wage Determination NJ20260027, dated May 18, 2026).

2. Materials & Equipment: Detail all materials (e.g., conduit, fittings, gas piping) and equipment rentals (e.g., pipe threaders, lifts) 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. All prices must be Firm-Fixed-Price (FFP).

Additional Required Forms:

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

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

10. Offer Validity:

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

11. Attachments:

Attachment 0001 - Statement of Work (SOW) dated 17 April 2026

Attachment 0002 - Applicable Davis-Bacon Act Wage Determination (NJ20260027, dated May 18, 2026, Burlington County, NJ)

Attachment 0003 - Contractor Cost Breakdown Form

EVALUATION FACTORS FOR AWARD (SECTION M)

Part I: Evaluation Process

1. Basis for Contract Award:

In accordance with FAR Part 12 and Part 36, the Government intends to award a single, Firm-Fixed-Price (FFP) contract to the responsible and responsive HUBZone offeror whose proposal represents the Lowest Price Technically Acceptable (LPTA) to the Government.

2. Order of Evaluation:

Step 1: Price Sort. All complete proposals will be ranked by total proposed price, from lowest to highest.

Step 2: Technical Evaluation. The Government will evaluate the technical proposal of the lowest-priced offeror. If found Technically Acceptable, the evaluation stops, and award will be made to that offeror (pending a responsibility determination and HUBZone status verification).

Step 3: Successive Evaluation. If the lowest-priced proposal is found Technically Unacceptable, the Government will proceed to evaluate the next lowest-priced proposal, and so on, until a proposal is found to be Technically Acceptable.

Part II: Evaluation Factors

Factor 1: Technical Acceptability

Evaluation Standard: The Government will evaluate the offeror's technical proposal on a pass/fail basis. To receive an "Acceptable" rating, the proposal must meet the following minimum criteria:

1. Technical Narrative: The offeror provided a clear and adequate technical narrative explaining how the installation and commissioning work will be accomplished in strict accordance with the SOW dated 17 April 2026.

2. Subcontractor Identification: If utilizing subcontractors, the offeror identified them and the percentage of work to be performed, ensuring compliance with HUBZone subcontracting parameters (FAR 52.219-3).

Factor 2: Price

Evaluation Standard: The Government will evaluate the total proposed price for fairness, reasonableness, completeness, and compliance.

Reasonableness: Price reasonableness will be determined primarily through a comparison of proposed prices received in response to the solicitation in accordance with FAR 15.404-1(b)(2)(i). Proposed prices may also be compared to historical contract prices for similar installations or the internal Independent Government Cost Estimate (IGCE) in accordance with FAR 15.404-1(b)(2)(v).

Completeness: The offeror must submit a complete Attachment 0003 - Contractor Cost Breakdown Form detailing all direct labor, materials, equipment, and separately identifying Overhead/G&A and Profit in the designated summary cells.

Labor Compliance: The Government will evaluate the Contractor's proposed direct hourly labor rates to ensure they meet or exceed the mandatory minimum base wage plus fringe benefit rates specified in the attached Davis-Bacon Act Wage Determination (NJ20260027, dated May 18, 2026). Proposed direct labor rates that fall below the mandatory prevailing minimums will result in the proposal being rejected.

Part III: Technical Acceptability Ratings

Rating Description

Acceptable Proposal meets all minimum technical requirements and HUBZone criteria outlined in the solicitation.

Unacceptable Proposal fails to meet one or more of the minimum requirements outlined in Factor 1.

Note: An "Unacceptable" rating for the Technical Proposal will render the entire offer ineligible for award.

CONTRACTOR DELIVERABLES AND PREVAILING WAGE DETERMINATION

1. The contractor must deliver the physical installations and specific deliverables detailed below:

Physical Installations & Specialty Trade Services (GFP Integration):

Hotsy Steam Cleaner (GFP): Position and secure one (1) Government-owned Hotsy Steam Cleaner (Model 5762SS 208, SN 11096540 100120) in the designated wash bay of Bldg 8411, JB MDL. Make all final gas (natural gas, 1/2 psig, 5.0" WC manifold pressure) and electrical utility connections.

Air Compressor (GFP): Position and secure one (1) Government-owned Air Compressor in the designated location within Bldg 8411, JB MDL, including installing vibration pads, mounting hardware, and anchoring.

Electrical Installations: Install approximately 190 feet of feed wire and conduit from the existing electrical panel to the steam cleaner. Replace the existing circuit breaker with a properly sized breaker. Terminate and secure all obsolete wiring/conduit. Install a local disconnect switch for the air compressor. Integrate a fusible link, surge protective device (SPD), or equivalent into the electrical panel or disconnect.

Gas Piping Installations: Install approximately 30 feet of natural gas piping from the ceiling to the steam cleaner equipment, including all fittings, supports, shutoff valves, and unions.

Testing and Commissioning: Perform comprehensive leak testing of gas piping, verify electrical voltage and amperage ratings, test the SPD, verify burner operation and pump performance, and execute full startup, calibration, and operational testing.

Administrative and Technical Deliverables (SOW Section 10.0):

Onsite Survey Report (submitted and approved by Government prior to starting any installation work)

As-Built Drawings and Wiring Diagrams

Surge Protection Documentation

Test and Commissioning Report

Gas Leak Test Results

Electrical Verification Documentation / Reports

Warranty Documentation

2. Applicable Construction Wage Determination

The applicable Davis-Bacon Act (DBA) Wage Determination is:

General Decision Number: NJ20260027 (Active, revised May 18, 2026)

Construction Type: Building Construction

State / County: New Jersey / Burlington County (encompassing JB MDL)

Key Applicable Labor Classifications (from SOW and active schedule):

Master Electrician

Journeyman Electrician

Licensed Gas Fitter / Pipefitter

Mechanical Technician / Laborer

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 Government-Furnished Property (GFP) 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

Pursuant to the official ACC-NJ/RI Clause Guide (Sheet 12, row 12), 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 Pre-Installation Onsite Survey: In accordance with Section 5.1 of the SOW, the Contractor shall conduct a comprehensive onsite survey and submit a written survey report to the

Government. No physical installation work or utility modifications shall begin until the Contracting Officer's Representative (COR) or Government Technical POC (Ronnie Walker) has reviewed and approved this survey report in writing.

Utility & Commissioning Inspections: Final acceptance of the Hotsy Steam Cleaner and Air Compressor is contingent upon the successful completion of:

Electrical verification reporting compliant with the National Electrical Code (NEC).

Pneumatic system leak testing and surge protection device (SPD) functional testing.

Natural gas piping leak testing and pressure verification.

Joint operational commissioning under full load conditions.

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: Alternative Payment Protection Submission: Within ten (10) calendar days after contract award, the contractor shall submit their selected alternative payment protection (as defined in Paragraph 3 of this Addendum) to the Contracting Officer for review and approval.

Step 3: Notice to Proceed (NTP) Issuance: Upon verification and written approval of the contractor's payment protection, the Contracting Officer will issue a formal, written Notice to Proceed (NTP). The date of the NTP formally starts the 60-calendar-day Period of Performance (PoP) clock.

Step 4: Pre-Construction Conference: Within five (5) calendar days of the NTP issuance, a Pre-Construction Conference will be conducted at Building 8411, JB MDL, to coordinate base access, safety regulations, and scheduled utility shutdowns.

Step 5: Physical Mobilization and Onsite Work: The contractor shall commence physical onsite installation work only after the Pre-Construction Conference is completed. The contractor is put on notice that physical mobilization, tool delivery, or actual onsite work is strictly prohibited prior to the NTP.

4. SECTION (q) OTHER COMPLIANCE

Pursuant to 40 U.S.C. 3132, FAR 28.102-1(b), and FAR 28.102-3, because the estimated value of this construction requirement is between $35,000.00 and $150,000.00, standard Miller Act performance and payment bonds (SF 25/SF 25A) and pre-award Bid Guarantees (FAR 52.228-1) are waived.

Required Security Submission: The Contractor shall submit one (1) of the following three (3) alternative payment protections in the amount of 100% of the contract award price to the Contracting Officer within ten (10) calendar days after contract award:

Option A: A Payment Bond. A formal payment bond (SF 25A) in the amount of 100% of the contract price.

Option B: An Irrevocable Letter of Credit (ILC). An ILC in the amount of 100% of the contract price, issued by a federally insured financial institution in accordance with FAR 52.228-14.

Option C: Certificates of Deposit. A deposit of certificates of deposit from a federally insured financial institution, in an acceptable form and executable solely by the Contracting Officer, in the amount of 100% of the contract price.

Pre-Requisite for Notice to Proceed: In accordance with FAR 28.102-1(c), the selected security must be approved by the Contracting Officer in writing before a formal Notice to Proceed (NTP) will be issued or physical work is allowed to begin.

5. SECTION (q) OTHER COMPLIANCE

The physical transfer of the Government-Furnished Property (GFP) listed in SOW Section 3.0 (one [1] Hotsy Steam Cleaner, Model 5762SS 208, SN 11096540 100120 and one [1] Air Compressor) shall strictly adhere to the following mandatory, contractually binding sequence. Any deviation from this sequence represents a material breach of contract:

Written Request for Release: Upon completion and written approval of the mandatory pre-installation Onsite Survey (SOW Section 5.1), the Contractor shall submit a written request to the COR/Government Technical POC (Ronnie Walker) to schedule the GFP transfer. The request must be submitted at least five (5) working days prior to the desired transfer date.

Joint Physical Inspection and Inventory: Prior to taking physical custody or moving any equipment, a joint physical inspection and inventory of the Hotsy Steam Cleaner and the Air Compressor shall be conducted at Building 8411, JB MDL, by the Contractor's authorized representative and the COR/Government Technical POC. The inspection shall verify serial numbers and document, in writing and with photographs, any pre-existing physical damage, defects, or missing parts.

Notice of Deficiencies: If the joint inspection reveals that any GFP is damaged, incomplete, or unsuitable for its intended use, the Contractor shall submit a formal Notice of GFP Deficiency to the Contracting Officer within forty-eight (48) hours of the inspection. If the Contractor fails to report deficiencies within this 48-hour window, the property shall be deemed accepted "as-is" and any subsequent claims of pre-existing damage shall be waived.

Formal Execution of DD Form 1149: If the GFP is found acceptable and complete, the transfer of physical custody shall be documented utilizing a DD Form 1149 (Requisition and Invoice/Shipping Document). The DD Form 1149 shall be signed by both the Contractor's representative and the COR/Government Technical POC.

Transfer of Risk of Loss: Physical custody and the risk of loss or damage to the Hotsy Steam Cleaner and the Air Compressor shall transfer to the Contractor immediately upon the dual-signing of the DD Form 1149. The Contractor shall safeguard, protect, and maintain the GFP while it is under their physical control. Upon final acceptance and commissioning of the installed equipment, custody and risk of loss shall transfer back to the Government.

6. 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 NJ20260027 (issued/revised May 18, 2026) for Building Construction in Burlington County, NJ.

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 NJ20260027, with Overhead/G&A and Profit separately calculated in the summary fields at the bottom of the worksheet.

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

To ensure regulatory currency with upcoming cybersecurity standards:

CMMC Phase 2 Compliance: Due to the contract's performance window extending through December 31, 2026, the Contractor is put on notice that CMMC Phase 2 takes effect on November 10, 2026. If the Contractor handles any Controlled Unclassified Information (CUI) during the performance of this contract, they must possess a valid, third-party C3PAO CMMC Level 2 certification by November 10, 2026. Self-attestation is not authorized after this date.

*** END OF NARRATIVE ***

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Installation of Government-Owned Air Compressor and Hotsy Steam CleanerThe Contractor shall provide all plant, labor, equipment, tools, materials, supervision, and transportation necessary to install and commission one (1) Government-owned Hotsy Steam Cleaner (Model 5762SS 208, SN 11096540 100120) and one (1) Government-owned Air Compressor at the Logistics Readiness Center (LRC), Building 8411, Range Road, JB MDL, NJ 08640. Work shall be performed in strict accordance with the SOW dated 17 April 2026 and the tailored terms of the Addendum to FAR 52.212-4.Note on Bonding & Security Costs: Pursuant to FAR 28.102-1(b), standard performance and payment bonds are waived and replaced by Alternative Payment Protections. All administrative, bank, or transaction costs associated with securing and maintaining the selected alternative payment protection (Option A, B, or C under Section 7) shall be incorporated into the Contractor's fixed-price proposal under this CLIN. No separate billing, CLIN, or direct reimbursement for bonding or financial security is authorized under this contract. Product Service Code: N043 North American Industry Classification System (NAICS): 238210 Pricing Arrangement: Firm Fixed Price	1	Job		

Continuation of Description

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 ***

Requirements

4.28.2026 - FOR MICC ACTION LRC DIX INSTALL AIR COMPRESSOR STEAM CLEANER CONTRACT - REQUIREMENT ID 90203 Purpose: This is a firm-fixed price service contract to provide installation of government owned air compressor and Hotsy steam cleaner i

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Source Instructions: Inspection: Destination (Logistics Readiness Center, Building 8411, JB MDL, NJ). Acceptance: Destination (Logistics Readiness Center, Building 8411, JB MDL, NJ). Acceptance Authority: Contracting Officer's Representative (COR) or Government Technical POC (Ronnie Walker). Verification: Verify that the Hotsy Steam Cleaner (Model 5762SS 208, SN 11096540 100120) and Air Compressor are fully anchored, operational, and connected to utilities. Safety and Compliance: Verify that natural gas lines have passed pressure leak tests and that electrical work complies with the National Electrical Code (NEC). Deliverables: Confirm receipt and approval of the pre-installation survey, as-built drawings, gas leak test certifications, and manufacturer warranty documentation prior to signing the final receiving report in WAWF. DoDAAC: W91KPN CountryCode: USA W6XB USALRCTR JB MCGUIRE COMBINED MAINTENANCE FACILITY, BLDG 8411 RANGE ROAD AND 86TH AVE FORT DIX, NJ 08640-5430 UNITED STATES

Continuation of Deliveries or Performance

0001	**Delivery Schedule** From date of lead time event to completion of performance 60 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Ship To DoDAAC: W91KPN CountryCode: USA W6XB USALRCTR JB MCGUIRE COMBINED MAINTENANCE FACILITY, BLDG 8411 RANGE ROAD AND 86TH AVE FORT DIX, NJ 08640-5430 UNITED STATES

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		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-3	Notice of HUBZone Set-Aside or Sole-Source Award. (Deviation 2026-O0038)	2026-02		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		

52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
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

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
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7001	Buy American and Balance of Payments Program.	2024-02
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
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12

252.232-7010	Levies on Contract Payments.	2006-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
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)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 (c) of this clause.

(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.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and

socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document /support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was 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.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the

representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor 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 Contractor 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. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.223-11	Ozone-Depleting Substances. (Deviation 2026-O0038)	2026-02

Ozone-Depleting Substances (Feb 2026) (Deviation 2026-O0038)

(a) Definition. As used in this clause-

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

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	W91KPN
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W91KPN
Service Acceptor (DoDAAC)	W91KPN
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)

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

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

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 ***

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (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		
52.222-11	Subcontracts (Labor Standards).	2026-02		

	(Deviation 2026-O0038)	
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-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038)	2026-02
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.228-2	Additional Bond Security.	1997-10
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.228-11	Individual Surety-Pledge of Assets.	2021-02
52.228-14	Irrevocable Letter of Credit.	2014-11
52.232-18	Availability of Funds.	1984-04
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction	2017-01

	Contracts.	
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.233-1	Disputes. (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
52.236-14	Availability and Use of Utility Services. (Deviation 2026-O0038)	2026-02
52.236-17	Layout of Work. (Deviation 2026-O0038)	2026-02
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	1984-04
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.242-14	Suspension of Work.	1984-04
52.243-5	Changes and Changed Conditions. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.246-12	Inspection of Construction.	1996-08

52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04
52.249-10	Default (Fixed-Price Construction).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09		
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03		
252.225-7048	Export-Controlled Items.	2013-06		
252.236-7000	Modification Proposals--Price Breakdown.	1991-12		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.243-7001	Pricing of Contract Modifications.	1991-12		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.228-13	Alternative Payment Protections.	2000-07		

Alternative Payment Protections (July 2000)

(a) The Contractor shall submit one of the following payment protections:

Payment BondIrrevocable Letter of CreditCertificates of Deposit

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.232-5	Payments under Fixed-Price Construction Contracts.	2014-05		

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during

any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the

Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(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)

List of Contract Documents, Exhibits, or Attachments

Attachment 0001 - Statement of Work (SOW) dated 17 April 2026

Attachment 0002 - Applicable Davis-Bacon Act Wage Determination (NJ20260027, dated May 18, 2026, Burlington County, NJ)

Attachment 0003 - Contractor Cost Breakdown Form

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	STATEMENT OF WORK CO NSOILDATED AIR COMPR ESSOR AND PRESSURE W ASHER	Statement of Work		16 Jun 2026			Attachment	No
0002	WD NJ20260 027 d. 6.1 8.2026	Wage Determination		16 Jun 2026			Attachment	No
0003	Attachment 0003 - Co ntractor C ost Breakd own Form	Specification		16 Jun 2026			Attachment	No

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
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

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)

252.225-7000	Buy American--Balance of Payments Program Certificate.	2024-02

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed

55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
____	____
____	____
____	____

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
____	____	____
____	____	____
____	____	____

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number ____

[List as necessary]

(End of provision)

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

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

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

Instructions to Offerors - Commercial Items

Paragraphs (d), (e), 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.

*** END OF NARRATIVE ***

0001

Point of Contact: RONNIE WALKER 609-562-4964

Evaluation - Commercial Products and Commercial Services

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.]

total price

____

____

____

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

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

(End of provision)

Addendum to Evaluation - Commercial Product and Commercial Services

Addendum to FAR 52.212-2, Evaluation - Commercial Products and Commercial Services

Addendum to Evaluation - Commercial Product 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, Performance Work Statement, and with the lowest total aggregate price. Although the Government intends to award without discussions, 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 to exercise the option(s). The Past Performance Information Retrieval System, the Federal Awardee Performance and Integrity Information System, as well any other Government-sponsored information available, may be utilized to help make a responsibility determination in accordance with FAR 9.104.

(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.

*** END OF NARRATIVE ***

Addendum to Solicitation Provisions

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		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02		
52.223-1	Biobased Product Certification. (Deviation 2026-O0038)	2026-02		
52.237-1	Site Visit.	1984-04		
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
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038)	2026-02

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It [ ] is, [ ] is not an inverted domestic corporation; and

(2) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)	2026-02

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(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 238290[insert NAICS code].

(2) The small business size standard is $25.5 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)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7007	Alternate A, Annual	2025-10	Alternate	2025-10

Representations and Certifications.	A

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (e) applies.

[ ] (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $200,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

[ ](i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

[ ](ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

[ ](iii) 252.225-7020, Trade Agreements Certificate.

[ ] Use with Alternate I.

[ ](iv) 252.225-7031, Secondary Arab Boycott of Israel.

[ ](v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

[ ](vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[ ](vii) 252.232-7015, Performance-Based Payments-Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)