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
			W912HN26QA018	01 JUN 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	DAVID JIMENEZ	(912) 652-5072	01 JUL 2026 02:00 PM

9. ISSUED BY CODE W912HN

W074 ENDIST SAVANNAH
KO CONTRACTING DIVISION, 100 W OGLETHORPE AVE
SAVANNAH, GA 31401-3604
UNITED STATES
DAVID JIMENEZ, EMAIL: DAVID.A.JIMENEZ@USACE.ARMY.MIL TELEPHONE: (912) 652-5072

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541380

SIZE STANDARD:

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

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE SCHEDULE

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

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Blanket Purchase Agreement Performance Period Year One (1). Quantitates are for planning purposes only and do not constitute a limitation on capacity or a guarantee of services performed. Pursuant to FAR RFO Companion Guide 12.201-1(e)(3) BPAs do not have a ceiling price, only an estimated value. Excess capacity can be utilized for future years as this CLIN has a period of five (5) years. Pricing Arrangement: Firm Fixed Price	100,000	Job		
Option Line Item 0002	Blanket Purchase Agreement Performance Period Year Two (2). Quantitates are for planning purposes only and do not constitute a limitation on capacity or a guarantee of services performed. Pursuant to FAR RFO Companion Guide 12.201-1(e)(3) BPAs do not have a ceiling price, only an estimated value. Excess capacity can be utilized for future years as this CLIN has a period of four (4) years. Pricing Arrangement: Firm Fixed Price	62,500	Job		
Option Line Item 0003	Blanket Purchase Agreement Performance Period Year Three (3). Quantitates are for planning purposes only and do not constitute a limitation on capacity or a guarantee of services performed. Pursuant to FAR RFO Companion Guide 12.201-1(e)(3) BPAs	62,500	Job		

	do not have a ceiling price, only an estimated value. Excess capacity can be utilized for future years as this CLIN has a period of three (3) years. Pricing Arrangement: Firm Fixed Price				
Option Line Item 0004	Blanket Purchase Agreement Performance Period Year Four (4). Quantitates are for planning purposes only and do not constitute a limitation on capacity or a guarantee of services performed. Pursuant to FAR RFO Companion Guide 12.201-1(e)(3) BPAs do not have a ceiling price, only an estimated value. Excess capacity can be utilized for future years as this CLIN has a period of two (2) years. Pricing Arrangement: Firm Fixed Price	62,500	Job		
Option Line Item 0005	Blanket Purchase Agreement Performance Period Year Five (5). Quantitates are for planning purposes only and do not constitute a limitation on capacity or a guarantee of services performed. Pursuant to FAR RFO Companion Guide 12.201-1(e)(3) BPAs do not have a ceiling price, only an estimated value. Pricing Arrangement: Firm Fixed Price	62,500	Job		

Continuation of Description

Pursuant to FAR RFO 12.201-1(e)(3):

1. This will be a firm-fixed priced Blanket Purchase Agreement (BPA) for geotechnical laboratory testing services for the U.S. Army Corps of Engineers (USACE), South Atlantic Division (SAD), Savannah District (SAS), under NAICS Code 541380, testing laboratories.

2. The estimated value of this BPA is $350,000.00; however, this BPA does not have a ceiling price (See FAR RFO Companion Guide 12.201-1(e)(3)). The delivery period will be up to five years. The five-year agreement will be made up of one (1) base performance period, and four (4), one (1) year option periods. This BPA does have total estimated prices for each CLIN; however, there is no ceiling other than the threshold that allows for the use of simplified procurement tools such as a BPA. The current threshold is $9,000,000.00.

3. Binding pricing will be derived from the winning Offeror(s) quote(s) (Attachment 3) and placed here after the agreement is awarded.

4. Suppliers will furnish the requirements described in the Laboratory Contract Requirement, if and when requested by authorized individuals during the periods specified in note 2 above.

5. The Government is obligated only to the extent of authorized purchases actually made under this BPA. This agreement provides for discontinuing its future applicability upon 30 days' written notice by either party.

6. The dollar limit for each individual call under this Centralized BPA is $100,000.00 and will be made by the Contracting Officer. Each individual sampling event can be coordinated by the USACE Geology department under each Call made by the Contracting Officer; however, each individual sampling event under each Call/Order it is limited to $30,000.00.

7. The following individuals are authorized to coordinate sampling events under each call made by the Contracting Officer:

a. Jason Lennane: jason.lennane@usace.army.mil

b. Leland Schuman: leland.h.schuman@usace.army.mil

c. Chap Brackett: thomas.c.brackett@usace.army.mil

d. Mike Wielputz: michael.p.wielputz@usace.army.mil

8. This BPA will be reviewed annually, while exercising option periods, to ensure that authorized procedures are being followed and to incorporate any regulatory changes. The Government will ensure changes in market conditions are analyzed, sources of supply are evaluated for further purchases, and other pertinent factors are addressed that may warrant making new agreements with different suppliers or modifying existing agreements.

*** END OF NARRATIVE ***

Requirements

This acquisition will support USACE Savannah District Geotechnical and HTRW Branch by providing geotechnical laboratory services. This organization coordinates geotechnical lab services for samples collected by USACE drill crews for customers within the contiguous United States. The laboratory selected for this agreement will perform testing of soil, rock, and aggregate materials for USACE projects across all mission areas. The period of performance for this contract includes a one-year base period and four option years (total of five years for the ordering period).

0001
Product Service Code : F107

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Follow acceptance instruction from the scope of work and the Contracting Officer's Representative. DoDAAC: W912HN CountryCode: USA W074 ENDIST SAVANNAH 100 W OGLETHORPE AVE, REC DOCK SAVANNAH SAVANNAH, GA 31401-3604 UNITED STATES Jason Lennane
Option Line Item 0002	Inspection and Acceptance Location Both Destination Instructions: Follow acceptance instruction from the scope of work and the Contracting Officer's Representative. DoDAAC: W912HN CountryCode: USA W074 ENDIST SAVANNAH 100 W OGLETHORPE AVE, REC DOCK SAVANNAH SAVANNAH, GA 31401-3604 UNITED STATES Jason Lennane
Option Line	Inspection and Acceptance Location

Item 0003	Both Destination Instructions: Follow acceptance instruction from the scope of work and the Contracting Officer's Representative. DoDAAC: W912HN CountryCode: USA W074 ENDIST SAVANNAH 100 W OGLETHORPE AVE, REC DOCK SAVANNAH SAVANNAH, GA 31401-3604 UNITED STATES Jason Lennane
Option Line Item 0004	Inspection and Acceptance Location Both Destination Instructions: Follow acceptance instruction from the scope of work and the Contracting Officer's Representative. DoDAAC: W912HN CountryCode: USA W074 ENDIST SAVANNAH 100 W OGLETHORPE AVE, REC DOCK SAVANNAH SAVANNAH, GA 31401-3604 UNITED STATES Jason Lennane
Option Line Item 0005	Inspection and Acceptance Location Both Destination Instructions: Follow acceptance instruction from the scope of work and the Contracting Officer's Representative. DoDAAC: W912HN CountryCode: USA

	W074 ENDIST SAVANNAH 100 W OGLETHORPE AVE, REC DOCK SAVANNAH SAVANNAH, GA 31401-3604 UNITED STATES Jason Lennane

Continuation of Deliveries or Performance

0001	**Quantity** 100,000 Job **Address and POC** Place of Performance DoDAAC: W912HN CountryCode: USA W074 ENDIST SAVANNAH 100 W OGLETHORPE AVE, REC DOCK SAVANNAH SAVANNAH, GA 31401-3604 UNITED STATES Jason Lennane **Period of Performance** From 28 Aug 2026 To 27 Aug 2031
Option Line Item 0002	**Quantity** 62,500 Job **Address and POC** Place of Performance DoDAAC: W912HN CountryCode: USA W074 ENDIST SAVANNAH 100 W OGLETHORPE AVE, REC DOCK SAVANNAH SAVANNAH, GA 31401-3604 UNITED STATES Jason Lennane **Period of Performance** From 28 Aug 2027

	To 27 Aug 2031
Option Line Item 0003	**Quantity** 62,500 Job **Address and POC** Place of Performance DoDAAC: W912HN CountryCode: USA W074 ENDIST SAVANNAH 100 W OGLETHORPE AVE, REC DOCK SAVANNAH SAVANNAH, GA 31401-3604 UNITED STATES Jason Lennane **Period of Performance** From 28 Aug 2028 To 27 Aug 2031
Option Line Item 0004	**Quantity** 62,500 Job **Address and POC** Place of Performance DoDAAC: W912HN CountryCode: USA W074 ENDIST SAVANNAH 100 W OGLETHORPE AVE, REC DOCK SAVANNAH SAVANNAH, GA 31401-3604 UNITED STATES Jason Lennane **Period of Performance**

	From 28 Aug 2029 To 27 Aug 2031
Option Line Item 0005	**Quantity** 62,500 Job **Address and POC** Place of Performance DoDAAC: W912HN CountryCode: USA W074 ENDIST SAVANNAH 100 W OGLETHORPE AVE, REC DOCK SAVANNAH SAVANNAH, GA 31401-3604 UNITED STATES Jason Lennane **Period of Performance** From 28 Aug 2030 To 27 Aug 2031

Continuation of Accounting and Appropriation Data

Payments and Billing.

a. Payments shall be in accordance with Contract FAR RFO Clauses 52.212-4(i), 52.232-32 Performance-Based Payments, and 52.232-33 Payment by Electronic Funds Transfer - System for Award Management.

b. Invoices shall be submitted along with the ENG 93 forms and emailed to the COR appointed to the contract.

c. The Contractor shall provide a Release of Claims with the final invoice and ENG 93 for the contract.

d. Designated Billing Office (APR 1989 CESAS-RM). Invoices will be sent to:

U.S. Army Corps of Engineers, Savannah District

Attn: CESAS-ENG (Mr. Jason Lennane)

Jason.Lennane@usace.army.mil

100 W Oglethorpe Avenue

Savannah, GA 31401-3604

e. Designated Payment Office (AUG 1998 CESAS-RM-F).

Payment will be made by:

U.S. Army Corps of Engineers Finance Center

ATTN: CEFC-AOP

5720 Integrity Drive

Millington, TN 38054-5005

*** END OF NARRATIVE ***

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		
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		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-	2026-02		

	O0038)	
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (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
52.229-12	Tax on Certain Foreign	2021-02

	Procurements.	
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		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense	2023-01		

	Telecommunications Equipment or Services.	
252.204-7022	Expediting Contract Closeout.	2021-05
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
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-4	Terms and Conditions-	2026-02		

Commercial Products and
Commercial Services. (Deviation
2026-O0038)

Terms and Conditions-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S. C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the

parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S. C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed

from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply

with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S. C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I

agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)	2026-02

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[ ] Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

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 541380 NAICS Code assigned to contract number to be determined at time of award.

(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)

52.222-42 Statement of Equivalent Rates for Federal Hires. 2014-05

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
N/A	N/A

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-90	Fast Payment Procedure. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	2026-04	Deviation 2025-O0003	2025-03

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		

Incorporation by Reference of Representations and Certifications (Dec 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.217-9	Option to Extend the Term of the	2000-03		

Contract.

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor any time prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 Years.

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS RFO (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

List of Attachments

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Attachment 1 (FINAL SAS Geotec h Lab Scop e of Work REV 031020 26)	Statement of Work		19 May 2026			Attachment	Yes
0002	Attachment 2 (Geotec h Lab Test ing Requir ements Lis t REV16MAR 2026)	Proposal		19 May 2026			Attachment	Yes
0003	Attachment 3 (Geotec h Lab Test ing Pricin g Schedule REV16MAR2 026)	Proposal		19 May 2026			Attachment	Yes
0004	WD 2015-44 71 Rev 35 5-13-2026	Wage Determination		19 May 2026			Attachment	Yes
0005	WD 2015-44 91 Rev 33 5-13-2026	Wage Determination		19 May 2026			Attachment	Yes

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		

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		
252.204-7024	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		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Tailored)	2026-02		

Instructions to Offerors-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include-

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However,

a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

See Addendum to FAR 52.212-1.

(End of provision)

DFARS Provisions Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

Pursuant to FAR RFO 12.202(b) This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Offers are being requested, and a separate written solicitation will not be issued. This acquisition is NOT set-aside for small business concerns and is solicited as unrestricted. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at https://www.acquisition.gov/far-overhaul/far-part-deviation-guide.

Solicitation number W912HN26QA018 is issued as a Request for Quote (RFQ) for geotechnical laboratory testing services for the U.S. Army Corps of Engineers (USACE), Savannah District. This acquisition will support USACE Savannah District's Geotechnical and HTRW Branch by providing geotechnical laboratory services. This organization coordinates geotechnical lab services for samples collected by USACE drill crews for customers within the contiguous United States. The laboratory selected for this agreement will perform testing of soil, rock, and aggregate materials for USACE projects across all mission areas. The period of performance for this contract includes a one-year base period and four option years (total ordering period is five years).

This Acquisition will be solicited using FAR RFO Part 12, Acquisition of Commercial Products and Commercial Services, and FAR RFO Part 12.201-1 Simplified Procedures. This is an unrestricted solicitation under NAICS 541380 which has a small business-size standard of $19.0M. This request for quote will result in a target of one (1) BPA. All responsible offerors are encouraged to participate.

Offerors are required to provide information addressing all stated factors in a clear and understandable format. If an Offeror does not have information relating to a specific factor, the Offeror shall clearly state so in the quote. Quotes that do not clearly address all factors may be considered unacceptable and may not receive further consideration for award. Offerors are required to complete blocks 12,17, and 30 of the SF1449. Preferred software for quote submission is Adobe, Word, and Excel.

Technical Matters: Submit technical inquiries and questions relating to this solicitation electronically to the Contract Specialist at david.a.jimenez@usace.army.mil. If an Offeror believes that the requirements in this Request for Quote contain an error, omission, or are otherwise unsound; immediately notify the Contract Specialist in writing with supporting rationale.

Electronic Submission: Offeror's quotes shall be submitted electronically to Mr. David A. Jimenez at david.a.jimenez@usace.army.mil and Mr. Gerard F. Leo at gerard.f.leo@usace.army.mil. The Offeror's quotes shall not contain classified data. The use of hyperlinks in quotes is prohibited. The offeror's quote is due in accordance with block 8 of the SF1449. All questions and requests for information shall be submitted to Mr. David Jimenez and Mr. Gerard Leo at the aforementioned email addresses.

File Description: Include a "File Description" for each file(s) you upload. Do not enter Privacy Act Data (Personal Identification Information (PII) in the File Description). File description should be provided in the following format:

Solicitation Number_Offerors Company_Volume

(e.g. W912HN26QA018_CompanyXYZ_Volume_I.pdf; W912HN26QA018_CompanyXYZ_Volume_II.pdf; etc.)

It is the responsibility of the Offeror to ensure their proposal is received by the date and time for submission of proposals. The Government will not be responsible for proposals delivered to any location or to anyone other than those designated to receive proposals on its behalf. Offerors are responsible for ensuring that proposals are submitted so as to reach the designated recipient of proposals. Offerors are responsible for allowing sufficient time for the proposal to be received in accordance with the instructions provided.

Offeror's quotes shall consist of two (2) volumes - Volume I Technical Capabilities and Volume II Price and shall be provided in two separate documents.

Volume I Technical Capabilities. Offerors shall supply a short narrative discussing their technical capabilities and ability to meet the requirements of the Laboratory Scope of Work (SoW) (Attachment 1). The technical volume shall be clear, concise, and include sufficient detail. The Technical volume shall not simply rephrase or restate the Government's requirements; the volume shall provide convincing rationale to address how the offeror intends to meet the Government's requirements. Offerors shall submit Volume I using 8 1/2 X 11" sheets of paper, standard formatting, and font size no less than 11 point. Pictures, drawings, and vendor/supplier information can be added as attachments; however, they count towards the 10-page limitation. Volume I shall be no more than ten (10) pages. Cover Pages, Table of Contents, Definitions, Acronyms, or Logical Page Breaks shall not count towards the 10-page limitation.

Offerors shall provide documentary proof that their testing laboratory has been validated by the Engineer Research and Development Center Materials Testing Center (MTC) under the Corps of Engineers laboratory inspection and validation program. Information on obtaining/maintaining validation can be found at https://mtc.erdc.dren.mil/.

Offerors shall also complete and provide the Geotechnical Laboratory Testing Requirement List matrix (Attachment 2).

Failure to provide the requested documentation with the quote submission by the quote due date and time will render the quote as non-responsive.

Volume II Price. Offerors are required to submit a price quote per the pricing schedule established in the Geotechnical Laboratory Pricing Schedule (Attachment 3). The offeror shall include pricing for all requirements listed that they have ability to run. The Government may require submission of other than certified cost or pricing data to the extent necessary to determine a fair and reasonable price. Note that the number of samples in Attachment 3 does not constitute a guarantee of

quantities and are included as a means for price analysis only. The total evaluated price for binding sample pricing will be calculated by a summation of each years' total price based on the offerors individual sample price and the estimated quantities provided by the Government for evaluation purposes only.

Failure to provide the requested documentation with the quote submission by the quote due date and time will render the quote as non-responsive.

*** END OF NARRATIVE ***

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:

Price (Most Important Factor)

Technical

See Addendum to Evaluation - Commercial Product and Commercial Services

(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

Basis of Award: The Government has the right to reject any and all offers. Offerors are advised that the Government intends to make award on the basis of initial quotes without conducting discussions, clarifications or any contact with the Offerors. However, the Government reserves the right to discuss aspects of quotes with Offerors in the competitive range, if one is determined to be necessary, upon completion of the evaluation. Therefore, quotes should be submitted initially on the most favorable terms from a price and technical standpoint. Offerors shall not assume that they will be contacted or afforded an opportunity to clarify, discuss or revise their quotes.

The Government will make an award to the lowest priced, responsible, responsive offeror that meets or exceeds the requirements stated, and whose proposed total evaluated price has been determined to be fair and reasonable. This is in accordance with FAR RFO 52.212-2, Evaluation-Commercial Items, and FAR RFO 9.104.

The Government will conduct a tiered evaluation. The Government will first conduct a price evaluation. The two (2) proposals which represent the lowest, fair, and reasonable price will then be evaluated for technical acceptability, which is comprised of Factor 1, Technical Capabilities. If one of the two lowest priced offers is not considered technically acceptable, the Government will then review the third lowest fair and reasonable offer for technical acceptability. The Government will continue to review the next Offeror with the lowest fair and reasonable price, as necessary, until two technically acceptable quotes are evaluated. Award of the agreement will be made to a target of one (1) Offeror who is deemed the lowest priced, fair, and reasonable offer with acceptable ratings for Technical Capabilities.

Factor 1 - Technical Capabilities:

Technical acceptability will be determined on the basis of the demonstrated ability to provide the testing capabilities listed in the Geotechnical SoW (Attachment 1) and the Testing Requirement Analyte List (Attachment 2). Failure to address questions 1-8 below in Volume I (Technical Capabilities) submission referenced in instructions to offerors of the solicitation will result in the offer being deemed unresponsive. Failure of the quote's ability to achieve a "Yes" answer to questions 1-8 below will result in the offer being deemed technically unacceptable and therefore ineligible for award. Below are the minimum requirements for the technical capabilities that a Government Technical review can answer "yes" to the following questions:

1. Do you hold ERDC MTC Validation for at least 50% of the methods listed in this contract?

2. Do you hold ERDC MTC Validation on the following test methods: ASTM D6913, ASTM D1140, ASTM D4318, ASTM D2974, ASTM D2216, ASTM D854, ASTM DD2487, ASTM D4972, D698, and ASTM D1557?

3. Can you provide Electronic Data Deliverables (EDDs) upon completion of analysis?

4. Does your lab have the capability to separate and provide multiple lab reports from a bulk shipment of samples?

5. Does your lab have the capability to report multiple samples from separate batches into one lab report?

6. Do you have a contingency plan in place for handling emergencies that could affect testing timelines or data integrity?

7. Do you have a project management team capable of providing regular updates, technical support and consultation throughout the duration of this contract?

8. Is your validated lab located within a 50-mile radius of the District Office located at 100 W. Oglethorpe Avenue, Savannah, GA 31401 -and/or- the Materials Testing Regional Technical Center of Expertise located at 200 Cobb Parkway North, Bldg. 400, Suite 404, Marietta, GA 30062?

Factor 2 - Price (Most Important Factor):

The total evaluated price is calculated using Attachment 3 (Geotechnical Laboratory Pricing Schedule) and is the summation of all years (1-5). Each year is calculated by the offeror provided unit price of each test multiplied by the Government provided estimated number of tests. Each method is summed up to determine the total price for that year. Note that the number of tests is for evaluation purposes only and is not a guarantee of future requirements. The Government will only evaluate price for like methods provided by offerors. for example, if offeror A provides pricing for all methods, and offer B provides methods for 75% of the methods, the total evaluated price will only calculate the same methods proposed by all offerors.

*** END OF NARRATIVE ***

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06		

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department

of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

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

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

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

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

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

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

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

(End of provision)

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/far-part-deviation-guide

https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS RFO (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective

				Date
252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, 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 (g) 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 (g) applies.

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

(f)(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 $150,000 or more.

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

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations 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.

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

X (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.

(g) 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 52.204-7 and paragraph (f) 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 4.203-1); 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 No.	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)