SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER	PAGE 1 OF
	83

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W81K0026QA2530001	28 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	ELIZABETH STPETER	915-742-0922	27 AUG 2026 11:00 AM

9. ISSUED BY CODE W81K00

W40M MRC0 WEST
MEDICAL READINESS CONTR OFFICE WEST, 3160 MCINDOE BLDG1103
JBSA FT SAM HOUSTON, TX 78234-4504
UNITED STATES
ELIZABETH STPETER, EMAIL: ELIZABETH.A.STPETER.MIL@MAIL.MIL
TELEPHONE: 915-742-0922

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 221310

SIZE STANDARD: USD 41,000,000.00

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☒ 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 SCHEDULE *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

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

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Section A - Solicitation/Contract Form

Instrument Name: Water Purification and Treatment Unit Services

Product Service Code : W046

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Water Purification and treatment unit maintenance and equipment Lease. Services to be performed in accordance with the Performance Work Statement. Period of Performance 1 October 2026 through 30 September 2027. Subject to the availability of FY27funds. Product Service Code: W046 North American Industry Classification System (NAICS): 221310 Pricing Arrangement: Firm Fixed Price	12	Months		
0002	Platform and Coverings maintenance and lease. Services to be performed in accordance with the Performance Work Statement. Period of Performance 1 October 2026 through 30 September 2027. Subject to the availability of FY27 funds. Product Service Code: W046 Pricing Arrangement: Firm Fixed Price	12	Months		

0003	Water purification and treatment unit with platform and coverings one-time set-up / Mobilization. Period of Performance 1 October 2026 through 30 September 2027. Subject to the availability of FY27 funds. Product Service Code: W046 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 1001	Water Purification and treatment unit maintenance and lease. Services to be performed in accordance with the Performance Work Statement. Period of Performance 1 October 2027 through 30 September 2028. Subject to the availability of FY28 funds. Product Service Code: W046 North American Industry Classification System (NAICS): 221310 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1002	Platform and Coverings maintenance and lease. Services to be performed in accordance with the Performance Work Statement. Period of Performance 1 October	12	Months		

	2027 through 30 September 2028. Subject to the availability of FY28 funds. Product Service Code: W046 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2001	Water Purification and treatment unit maintenance and equipment lease. Services to be performed in accordance with the Performance Work Statement. Period of Performance 1 October 2028 through 30 September 2029. Subject to the availability of FY29 funds. Product Service Code: W046 North American Industry Classification System (NAICS): 221310 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2002	Platform and Coverings maintenance and lease. Services to be performed in accordance with the Performance Work Statement. Period of Performance 1 October 2028 through 30 September 2029. Subject to the availability of FY29 funds Product Service Code: W046	12	Months		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 2003	Water purification and treatment unit with platform and coverings one-time removal. Period of Performance 1 October 2028 through 30 September 2029. Subject to the availability of FY28 funds. Product Service Code: W046 Pricing Arrangement: Firm Fixed Price	1	Each		

Section C - Description/Specifications/Statement of Work

Performance Work Statement Water Purification and Treatment Services William Beaumont Army Medical Center, (WBAMC) Fort Bliss Texas

1. PROJECT DESCRIPTION

1.1 **General**: William Beaumont Army Medical Center (WBAMC) is seeking to lease a water purification and treatment system services for the WBAMC Sterile Processing Department (SPD) mobile trailers. The facility's Sterile Processing Department (SPD) will be closed awaiting existing water/equipment renovation. The use of water purification and treatment system services will allow the facility to continue SPD operations during water/equipment renovation inside of WBAMC SPD. The water purification and treatment system will be in a covered Connex adjacent to the Mobile SPU trailer that is located at the locking docks at WBAMC IAW exhibit A call map of layout.

1.2 This is a non-personal service contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and it's employees. The United States (U.S.) Government shall not exercise supervision or control over the Contractor's employees performing the tasks herein. Such contract employees shall be accountable solely to the Contractor who, in turn shall be responsible to the U.S. Government.

1.3 **Place of Performance**: **William Beaumont Army Medical Center (WBAMC), Fort Bliss, TX**

1.4. **Hours of Operation**: The contractor is responsible for conducting business, between the hours of 8:00am to 5:00pm, Monday through Friday, except Federal Holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The water purification and treatment system shall be capable of operating 24 hours a day, 7 days a week. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

1.5. Recognized Holidays:

New Year's Day, January 1st	Labor Day, 1st Monday in September
Martin Luther King Jr.'s Birthday, 3rd Monday in January	Columbus Day, 2nd Monday in October
President's Day, 3rd Monday in February	Veteran's Day, November 11th

Memorial Day, Last Monday in May	Thanksgiving Day, 4th Thursday in November
Juneteenth, June 19th	Christmas Day, December 25th
Independence Day, July 4th	

Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday. Any holidays that are declared by Presidential Executive Order shall be observed in the same manner as the holidays listed above. If the area in which a contractor is scheduled to perform maintenance is closed due to a holiday declared by an Executive Order and the contractor is not required to report in, contractor shall service equipment on the available day staff will be present. Closures of the installation due to inclement weather or other such acts of God shall be handled in the same manner.

2. Water purification and treatment system Minimum Essential Characteristics and Contractor Responsibilities

2.1 Water purification and treatment system:

The selected vendor will deliver and set-up a fully enclosed functioning Water purification and treatment system Services unit that includes the following equipment. The Water purification and treatment system must supply and maintain, and repair all equipment to support WBAMC SPD throughput:

Equipment requirements:

Description of Minimum Requirement and/or Objective	Minimum Requirement	Objective
60 gpm RO unit	1	60 gpm RO unit. Permeate should be able to drain to nearby trench drain. Use

RO membranes	8	Replacement RO Filters
2000 Gal Water storage tank	1	2000 gal Water storage tank
Chemical Injection Quill	1	Chemical Injection Quill
Multibag Filter Housing	1	Housing to use 40 inch filters for prefiltering water of sediment and particles.
Bag filters	100	.1 Micron Absolute rating
Filters	100	.5 micron Absolute 40-inch filters
7.5 HP Water Pump	1	7.5 HP vertical distribution pump
VFD	1	10 HP 460 V
Bladder tank	1	44 Gallon stainless steel vessel w/ bladder
Globe valve	1	1" for blending water to meet Water quality requirement of sterilization equipment.
TDS meter	1	GF Signet 9950 to measure TDS in mg/l

Water softener system	1	Water softener to soften water going to RO and water Heaters.
Electric Heaters	4	120 v electric heaters
120 Gal Electric Water Heaters	2	Hot water supply. Must be able to keep the hot water between 120-140 degrees Fahrenheit.
2 gpm Recirculating pump	1	For recirculating hot water

Safety

NFPA 72 & NFPA 13 Compliant Fire Alarm & Sprinkler System. The Water purification and treatment system unit must come complete with a built-in wet-pipe fire sprinkler system.

Battery Powered Emergency Egress Lighting

Physical Requirements and Life Safety: The Water purification and treatment system unit vendor must provide access to the trailer that is ADA compliant as well as safety rated per OSHA requirements.

- The Water purification and treatment system unit must have proper egress paths and emergency exists per NFPA 101 and NFPA 99 requirements.

- Intrusion alarm system (IAS) or locking mechanism on exterior doors.

Power: The Government will provide power hookups/connections to the trailer from service panelboards with underground PVC conduit.

Weather Proofing/Resistance: The vendor must certify that their proposed equipment is weatherproofed to the extent necessary to maintain full operational uptime despite impacts from local weather patterns and climate. In the event that the vendor is not fully aware of all climate protection needed and therefore fail to provide certain features in the base bid, the vendor will be responsible to provide at no additional cost to the Government.

The Water purification and treatment system unit vendor must provide Wind Zone 1 compliant overhead strapping capabilities due to the location of the facility.

Water Management and Testing: The Water purification and treatment system unit vendor must provide a supplement to the WBAMC Water Management Plan (WMP). The WMP must be provided to the Government for review and comment. Finalization of the WMP must be completed before operations can begin.

The Water purification and treatment system unit vendor will provide water testing services monthly reporting during the performance period to demonstrate compliance. Reporting of these contaminants will be used to demonstrate to the Government that proper water management procedures are being performed by Water purification and treatment system. In the event these levels are exceeded, the Government must be notified, and Water purification and treatment system operations must cease immediately. The vendor will be responsible for defining and performing all corrective actions necessary to re-establish compliance with ionic, bacteria and endotoxin levels. Water quality limits, testing and reporting schedules, mitigating procedures, and corrective actions must be codified in the WMP. Prior to processing of instrumentation testing must be completed and result within the acceptable parameters. For continual monitoring, the following measurements need to be tested: pH, total alkalinity, conductivity, bacteria, total hardness, endotoxin, and color/turbidity. Color and turbidity will be done daily at the point of use by the sterile processing department for the utility water, critical water, and steam. All other testing would need to be done by the Water purification and treatment system vendor on the following schedule: Utility water requires quarterly testing, and the critical water requires monthly testing from both the point of use and the water generation system. The steam requires testing quarterly only from the point of use.

Monthly water testing	Monthly water test to test cold water and hot water supply.	
Min Sediment Filtration	MIN-MAX	Cold Water: 0-5 Micron Hot Water: 0-5 Micron
Total Hardness as CaCo3	MIN-MAX	Cold Water: 50-170 ppm CaCo3 Hot Water: 0-17 ppm CaCo3
Total Dissolved Solids	MIN-MAX	Cold Water: 100-170 ppm Hot Water: 50-250 ppm

Total Alkalinity as CaCo3	MIN-MAX	Cold Water: 70-180 ppm Hot Water: 50-180 ppm
pH	MIN-MAX	Cold Water: 6.5-8.5 Hot Water: 6.5-9.5
Conductivity	MIN-MAX	Cold Water: 0-1000 umhos/cm Hot Water: 40-500 umhos/cm
Total Silica	MIN-MAX	Cold Water: 0-50 ppm Hot Water: 0.1-2.5ppm
Chloride	MIN-MAX	Cold Water: 0-10 ppm Hot Water: 0-10 ppm
Cu-Copper	MIN-MAX	Cold Water: 0-0.1 ppm Hot Water: 0-0.1 ppm
Fe-Iron	MIN-MAX	Cold Water: 0-0.1 ppm Hot Water: 0-0.1 ppm
Zn-Zinc	MIN-MAX	Cold Water: 0-0.1 ppm Hot Water: 0-0.1 ppm
Al-Aluminum	MIN-MAX	Cold Water: 0-0.1 ppm Hot Water: 0-0.1 ppm

Mn-Manganese	MIN-MAX	Cold Water: 0-0.1 ppm Hot Water: 0-0.1 ppm
Color/Clarity	Water must be colorless	

Raised Covered Platform: Minimum Requirement

Must include separate raised platform with a roof and shall be enclosed to prevent outside environment from entering the space. The platform shall have a width of 120" and the floor at a height of 47" to include a roof that extends an additional 120" from the platforms floor. Floor shall be hospital grade and include air curtain to help space pressure. Will need to be made out of metal with steel beams to withstand the elements.

Plumbing/Water Treatment: The Government will provide a single domestic 3-inch cold-water supply line. Water pressure is normally supplied at 60 psi but may fluctuate depending on demand.

2.3 Deliverables

Requirement	**Date**	**Format**
Pre-award site visit (in person), submission of checklist and plan for site preparation requirements. See Para. 2.31	**5 days post award**	**Written Via Email to COR & KO**
Response time for routine and emergency repairs	**5 days post-award**	**Written Via Email to COR & KO**
100% of System Capabilities	**5 days post-award**	

		Written Via Email to COR & KO
Floorplan, schematics, and technical information	**5 days post-award**	**Written Via Email to COR & KO**
Schedule for routine preventative maintenance	**NLT 24 Hours before start of performance**	**Written Via Email to COR & KO**
Program Manager by name, phone (during and after hours, and email.) See para 8	**10 days post-award**	**Written Via Email to COR & KO**
Cleaning Instructions	**5 days post award**	**Written Via Email to COR and KO**
Delivery and set-up (*KTR will require a yard dog or brand equivalent to place the trailer). KTR is responsible for connecting all utilities and anchoring during commissioning	**Upon KO Direction**	**Physical Delivery and commissioning.**
Removal and pick-up (*KTR will require a yard dog or brand equivalent to place the trailer). KTR is responsible for connecting all utilities and anchoring during decommissioning.	**NLT the day after the POP ends or at the direction of the KO.**	**Physical removal and decommissioning.**

2.3.1. The selected vendor will complete a post-award in person site visit and provide a checklist and plan to document all construction required for site preparation specific to their mobile unit specifications and WBAMC's facility specifications. The plan will detail the necessary site development, utility connections, ancillary needs (i.e. parking, covered access to the building to comply w/ ADA standards, exterior lighting, infection control, safety, etc.) along with scheduling and construction necessary to support the placement of the temporary Water purification and treatment system unit sufficient to meet the requirement of and ensure the continuous, reliable operations during the entire period of this contract.

2.3.1a **Covering**: The contractor shall provide the specifications required for a temporary covered awning between the mobile SPD and the nearest appropriate Hospital entrance. This area needs to be large enough to provide covered access for the movement to load and unload dirty and clean carts, specifications are required. Must include separate raised platform with a roof and shall be enclosed to prevent the outside environment from entering the space. The platform shall have a width of 120" and the floor at a height of 47" to include a roof that extends an additional 120" from the platform's floor. Floor shall be hospital grade to meet IC and SPD codes and include air curtains to help space pressure. Will need to be made out of metal with steel beams to withstand the elements.

2.3.2 The Water purification and treatment system unit vendor shall be responsible for connecting all required connections to Government provided utilities and completing all commissioning requirements.

3. **Government Provided Equipment and Responsibilities** - The Government will provide all necessary basic power plumbing/water utilities necessary for the function of the Water purification and treatment system unit.

4. **Performance Measurements Requirement Summary (PRS**). The following performance objectives and measures will be used to evaluate Contractor performance and compliance under the contract. This information will be used to prepare annual past performance evaluations. See Enclosure 1, Quality Assurance Surveillance Plan (QASP), for additional details.

Performance Measurement Objective	PWS Paragraph	Standard	Acceptable Quality Level	Method of Assessment
Perform scheduled and remedial maintenance as required	2.3	Perform all required maintenance to meet the uptime standard KTR stated times, a deliverable required in table 2.3 of the PWS	100% compliance	Monitored by COR
Fully operational	2			Inspected and validated by

and commissioned unit		100% capability of all equipment and systems. NLT 30 post KO NTP	100% compliance NLT 30 post KO NTP	the COR, WBAMC Facilities, Safety and the SPD department
Maintain sterilization equipment	2	Keep all systems in compliance and to meet uptime standard	100% compliance	Monitored by COR
Service call response time	2.3	Be on site at WBAMC within stated times of being notified as provided in deliverable noted in Paragraph 2.3 of the PWS	100% compliance	COR maintain log
Provide technical guidance	2.1 Education and 18.4	Provide up to two weeks of technical orientation to the unit	100% compliance	COR maintain log
Ensure 95% uptime guarantee is met	2.1	Maintain equipment to provide uninterrupted service	uptime at least 95% for the performance	COR maintain log
Submit invoices to PIEE	252.232-7006 Wide Area Work Flow Payment Instructions	Invoices shall be submitted IAW clause 252.232-7006	98% compliance	Periodic inspection /COR surveillance
Deliverables	2.3	Deliverables are received within the timelines established in the PWS	95% compliance	Monitored by COR 100% inspection

5. The inspection and acceptance point for all services rendered under this contract will be by the SPD Department Chief (DC) and the WBAMC Facility Manager, where clinical services are performed no later than 30 days post the Contracting Officer's (KOs) notice to proceed (Paragraph 2.3). The performance by the contractor, the quality of services rendered, and any documentation or written material in support of same, shall be subject to continuous inspection, surveillance and review for acceptance by the COR or designated representative. Any services rendered by the contractor to patients or interaction with military/civilian personnel deemed unprofessional/ threatening/dangerous by the DC will be considered as grounds for immediate removal of the contractor and termination under clause 52.212-4(m) Termination for Cause. Other performance evaluation factors will be monitored that are not quantified by numerical measurements, which include: Contractor relationship with hospital staff/Government contracting personnel; compliance with Federal, State and local laws; compliance with WBAMC policy and procedures. Services provided by the contractor shall be reviewed and rated in accordance with the MTF by-laws and JC standards. A poor rating shall be grounds for immediate termination of the contract.

6. Neither military nor Government civilian employees shall be used as a consultant or employee in matters related to this contract.

7. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer, or the COR acting within the limits of their authority.

8. PERSONNEL

8.1. Program Manager: The Contractor will provide, in writing, the name and phone number of a Program Manager within (10) ten calendar days of the award of the contract. The Program Manager will be a qualified and experienced manager to oversee the personnel assigned to perform the delivery and commissioning of the mobile sterilization trailer and maintenance services. The contractor's Program Manager will correspond with the Contracting Officer's Representative on a regular basis to discuss any problems that the contractor or contractor's personnel may be experiencing during the performance of this contract. Unresolved problems will be referred to the contracting officer for resolution.

8.2. Contractor Service Personnel (CSP): CSP will be English speaking and required to show documentation of Original Manufacturer Certification Training (OEM). All Subcontractors performing work for primary contractor will meet all specifications and standards that apply to CSP under this agreement. CSP will maintain clean and neat appearance and will wear an identification badge at all times when performing services at the Government site. Identification badges will be worn in a clearly visible area of the outer garment. The COR will furnish this badge.

8.3. Safety. The Contractor shall ensure that it complies with all installation safety regulations. Such regulations include, but are not limited to, general safety, fire prevention, and waste disposal. Copies of these regulations are on file in the medical activity safety office or may be obtained through the COR.

9. SECURITY

9.1. The Contractor shall ensure that all employees comply with the local installation requirements for vehicle registration and operation on the military facility. Any vehicle operated by the Contractor or its employees in performance of this contract must have the minimum liability coverage required by the state in which the performance is located.

9.2. The Contractor shall ensure that its employees comply with installation and MTF personnel identification and access requirements.

9.3. The Contractor shall be responsible for any keys issued by the Government to employees for use in the MTF. The keys shall not be duplicated. The Contractor shall be financially responsible for the replacement of any lost or duplicated keys and any associated locks. Lost or duplicated keys and/or locks shall be reported to the issuing party, DC or COR immediately upon recognition of the loss or duplication. No unauthorized personnel shall be allowed entry into locked areas. The Contractor shall ensure that its employees secure or lock all areas for which they possess a key when they are not using the area and at the close of the work period.

9.4. Safeguarding Material. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. The Contractor shall safeguard information of a confidential or sensitive nature. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operation of the MTF that could result in or increase the likelihood of the possibility of breach of security or interrupt the continuity of operations or which breach the requirements of the Federal Privacy Act of 1974. However, the Contractor may be required to provide testimony or deposition in lawsuits or other administrative, civil, or criminal proceedings.

9.5. The Government will not be responsible in any way for damage to the Contractor's supplies, materials, equipment and property or to contractor's personnel personal belongings that are damaged or destroyed by fire, theft, accident or other disaster.

9.6. Contractor personnel or any representative of the contractor entering Ft. Stewart shall abide by all security regulations and shall be subject to security checks. When entering post, contractor personnel must have vehicle registration, driver's license and proof of insurance.

9.7. Antiterrorism/Operations Security (ATOPSEC) Requirements.

9.7.1 Antiterrorism (AT) Level I Training. This provision is for Contractor Health Care Workers (HCWs) with an area of performance within an Army controlled installation, facility or area. All Contractor HCWs, to include subcontractor HCWs, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after start date. The Contractor shall submit certificates of completion for each affected Contractor HCW and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 7 calendar days after completion of training by all HCWs and subcontractor personnel. AT Level I awareness training is available at the following website: https://jkodirect.jten.mil/Atlas2/page/desktop/DesktopHome.jsf

9.7.2. Access and general protection/security policy and procedures. *This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.* Contractor and all associated sub-contractors' employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, DHA, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

9.7.2.a. For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

9.7.2.b. For contractors that do not require CAC but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 /AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

9.7.3. iWatch Training: The contractor and all associated subcontractors shall brief all employees on the local iWATCH Army program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award. http://www.knox.army.mil/partners/902d/Default.aspx.

9.7.4. For contracts that require OPSEC Training. Per AR 530-1 *Operations Security*, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter.

9.7.5. For information assurance (IA)/information technology (IT) training. All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees

working in IA/IT functions must comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions.

9.7.6. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by an agent or other trainer specified by 2-4b of AR381-12. Contractor employees must complete TARP Training within 30 calendar days of contract award. New contract employees will complete training within 30 calendar days of their reporting for duty.

9.7.7. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by an agent or other trainer specified by 2-4b of AR381-12. Contractor employees must complete TARP Training within 30 calendar days of contract award. New contract employees will complete training within 30 calendar days of their reporting for duty.

9.8. Data Breach Response and Notification.

9.8.1. The Contractor shall adhere to the reporting and response requirements for PII set forth in Memorandum, Office of the Secretary of Defense, Subject: Safeguarding Against and Responding to the Breach of Personally Identifiable Information (PII), June 5, 2009, ALARACT 050/2009, DoD 5400.11-R, and any amendments.

9.8.2. The contractor or its subcontractor shall immediately notify the COR and the Privacy officer at WBAMC (915-569-3343, 3346, or 3348) upon discovery that a suspected or actual breach of PII has occurred. The notification shall include, to the greatest extent possible, the identification of each individual who's PII has been or possibly has been breached. In addition, the contractor or its subcontractor shall provide notify the HIPAA officer at WBAMC with any other available information that must be included in required breach reporting and notifications. The contractor shall provide this information at the time of the initial notification to the Government or promptly thereafter as information becomes available.

9.8.3. The Government will determine whether a breach of PII has occurred, and whether breach notification to affected individuals is required. If breach notification to affected individuals is required, the Government will determine if the contractor shall make the required notification. If the contractor is to notify the impacted population, it shall submit the notification letters notify the Privacy officer at WBAMC (915-569-3343, 3346, or 3348) for review and approval.

9.9. Contracting Officer's Representative (COR). The KO will designate and authorize an individual to act as the COR at time of award. Any such representative appointed will be specifically designated by letter from the KO. The COR exclusively represents the KO in all technical phases of the work, but is not authorized to issue Change Orders, Supplemental Agreements, or direct any contract performance requiring contractual modification or adjustment. Changes in the scope of work can only be made by modification properly executed by the KO. All observations made by persons other than the KO or the COR are strictly advisory and shall not

influence the Contractor's operations except for administrative requirements and responsibilities specified herein. The KO will provide a copy of this designation and COR contact information to the Contractor upon contract award.

9.10. Billing. The Government will only pay for full uninterrupted days of services provided. The Contractor shall only submit payment requests each month for the number of days of uninterrupted service actually provided that month. Submitting a payment request for more than the amount due may constitute fraud or a false claim and may result in administrative or criminal action or both.

10. HOURS OF PERFORMANCE

10.2.1. Service Completion Date: The date and hour the COR accepts the work as completed and signs the Contractor's service report.

10.1. **Hours of Operation**: The contractor is responsible for conducting business between the hours of 8:00am to 5:00pm, Monday through Friday, except Federal Holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The water purification and treatment system shall be capable of operating 24 hours a day, 7 days a week. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

10.2. The Contractor shall maintain a 95% uptime rate for the duration of the period of performance. Uptime calculation shall be calculated as follows: number of days of uninterrupted service (e.g. days when the water purification and treatment unit is operational 24 hours without an equipment failure or downtime for maintenance) divided by number of days on the contract. Example: 54 days of uninterrupted service/60 days on the contract = 90% uptime rate). The contractor shall not charge for nor shall the government pay for any day where an interruption occurs regardless of the length of time to correct the interruption. Scheduled routine preventive maintenance and calibrations shall not be considered downtime. Also, minor failures with ancillary components which do not affect system availability shall not be considered in determining downtime.

11.1. Inquiries. Contractor shall ensure that its personnel do not respond to any media inquiries. Any inquiries from the media shall be immediately relayed to the COR, who will relay them to the MTF Commander. There shall be no interviews, comments, or any other response without the knowledge and approval of the MTF Commander. Other than routine inquiries from external agencies, all other inquiries and complaints shall be brought to the attention of the Government supervisor.12. CONFLICTS OF INTEREST

12.1. Confidentiality of Information. Unless otherwise specified, all financial, statistical, personnel and/or technical data which are furnished, produced or otherwise available to the Contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. The Contractor shall not release any of the above information without prior written consent of the Contracting Officer and shall ensure that its employees do not do so.

13. RESPONSIBILITIES AND PROCEDURES

13.1. If any suit or action is filed or any claim is made against the contractor which occurred as a result of work performed by the contractor under this contract, the contractor shall immediately notify the Contractor, the KO and the DC of the appropriate services and promptly furnish them copies of all pertinent documents received.

13.2. The Contractor shall cooperate with the Government without further compensation, in the processing, review, settlement or defense of the suit, action or claim and authorize Government representatives to settle or defend the claim and to represent the contractor in or take charge of any litigation involved in such an action. The contractor may at the contractor's own expense, participate in defense of such claim or litigation.

14. QUALITY MANAGEMENT

14.2. Quality Assessment and Improvement (QA&I). The Government will monitor the Contractor's performance under this contract using the QA&I procedures established by the medical activity and pursuant to the Contract Terms and Conditions - Commercial Items clause, paragraph entitled Inspection /Acceptance. Additionally, the Contractor's performance is subject to scheduled and unscheduled review by the QA&I Committee as defined by the medical activity Quality Assurance (QA) Plan and AR 4068.

14.1. Quality Control Plan (QC): The Contractor is required to follow the current QC program in place at the MTF to ensure that the medical services are provided at a level of quality that meets MTF standards.

15. CONTRACTOR REPRESENTATION

15.1. The Contractor shall designate a representative for this contract. This representative may be employed under another contract/task order with the Contractor at the same MTF. At least ten working days prior to performance start date, the Contractor shall provide in writing to the COR the Contractor's representative contact information. Changes in the contract representative, at any time after contract commencement, shall be in writing to the COR at least five working days prior to the change. If at any time there is only one employee working in the facility for the Contractor, someone other than this employee must be designated as the company representative and this representative may be off-site.

15.2. The Contractor's representative shall, at no additional cost, meet with the COR when requested by the COR to discuss any problems that the Contractor's personnel may be experiencing during the performance of this contract. Problems experienced by the Government with the Contractor's performance will be discussed and resolved. Unresolved problems will be referred to the Contracting Officer for resolution.

15.3. The Contractor shall provide points of contact (POC) information for administration of the contract during normal business hours and after normal business hours. The POC for other than normal business hours will be contacted only in the event of emergencies. Accordingly, the named individual(s) shall possess sufficient corporate authority to effectively deal with emergency situations and the telephone number provided shall be functioning at all times other than normal business hours. If there are different POCs for different conditions, such as weekdays, weekends, holidays, clearly provide such information.

16. DEFINITIONS/ACRONYMS

16.1. Contracting Officer (KO). A person with the authority to enter into, administer, and/or terminate contracts/task orders and make related determinations and findings.

16.2. Contracting Officer's Representative (COR). A Government employee selected and designated in writing by the KO to act as his/her designated representative in administering a contract. A COR has no authority to change or modify the terms of a contract.

16.3. Military Time is on a 24-hour clock, e.g.:

8:00 a.m.	0800
9:10 a.m.	0910
Noon	1200
8:00 p.m.	2000
9:10 p.m.	2110
Midnight	2400
12:01 a.m.	0001

16.4. Military Dates are written by placing the day of the month, followed by the first three letters of the month, followed by the last two digits of the year, e.g.:

January 2, 2025 - 2 Jan 25

January 10, 2025 - 10 Jan 25

16.5. Quality Assessment and Improvement. Those actions taken by the Government to check services to determine if they meet the requirements of the Joint Commission and DHA quality assurance and risk management program and ensure that the Contractor and its employees comply with the terms and conditions of the contract.

16.6. Quality Control. Those actions taken by a Contractor to control the performance of services to ensure that they meet the requirements of the contract.

16.7. Acronyms/Abbreviations. Following is a list of basic acronyms/abbreviations used in this contract.

CFR	-	Code of Federal Regulations
CLIN	-	Contract Line Item Number
CPARS	-	Contractor Performance Assessment Reporting System
CSP	-	Contract Service Personnel
DA	-	Department of the Army
DC	-	Department Chief

DoD	-	Department of Defense
DODI	-	Department of Defense Instruction
EFT	-	Electronic Funds Transfer
ETS	-	Expiration Term of Service
FAR	-	Federal Acquisition Regulation
HCAA	-	Health Care Acquisition Activity
HHS	-	Health and Human Services
HIPAA	-	Health Insurance Portability & Accountability Act of 1996
IAW	-	In Accordance With
TJC	-	Joint Commission
MEDDAC	-	Medical Department Activity

MTF	-	Medical Treatment Facility
NACI	-	National Agency Check with Inquiries
NCOIC	-	Noncommissioned Officer in Charge
OEM	-	Original Equipment Manufacturer
OIC	-	Officer in Charge
OSHA	-	Occupational Safety and Health Administration or Act
Pam	-	Pamphlet
PAR	-	Performance Assessment Report
PL	-	Public Law
POC	-	Point of Contact
PWS	-	Performance Work Statement
QA	-	Quality Assurance

QA&I	-	Quality Assessment & Improvement
QC	-	Quality Control
RFP	-	Request for Proposal
SF	-	Standard Form
TO(s)	-	Task Order(s)
USC	-	United States Code
USPS	-	United States Postal Service

17. GOVERNMENT PROPERTY.

17.1. The contractor shall be responsible for government costs incurred for:

a) damage to government property caused by parking or removing the mobile Unit,

b) any damage to WBAMC power system(s) caused by feedback/connectivity issues from the Unit,

d) any virus to WBAMC computer systems that is transmitted from the unit when images are sent to local WBAMC PACS

17.1.1. Government property and materials made available to the Contractor under the terms of this contract shall be for use only in the performance of this contract.

17.2. The Contractor Service Personnel shall park in the appropriately designated parking areas as determined by the COR. The Government will not invalidate or make reimbursement for parking violations of the Contractor under this contract. Violations of the Government's site regulations and policies may result in citation answerable in the United States (Federal) District Court, not a local, state or municipal court.

17.3. The Government will provide the Contractor with all government forms and make available all government publications referenced in this contract when not normally available to the public or the Contractor.

17.4. The Contractor shall not be responsible for delays encountered due to the non-availability of Government furnished materials. The time allowed for the completion of remedial repairs will be extended to equal the amount of time delayed due to the Government caused delays.

17.5. The Government will be responsible for maintaining the proper environment, including utilities and site requirements necessary for the system to function properly as specified by the OEM.

17.6. The Government will operate the system in accordance with the instruction manual provided by the OEM.

17.7. The Government will not be responsible for damage or loss due to fire, theft, accident, or other disaster of Contractor supplies, materials, or for the personal belongings brought onto Government property by Contractor's personnel.

17.8. The Government shall provide water supply and electrical power for the unit at no cost to the contractor. The contractor shall hold the Government harmless to any damage caused to the Unit when connecting or connected to the WBAMC-provided water or power supply. The contractor shall ensure a complete match with the government provided power supply prior to connecting to the power source. Contractor shall take precautions to prevent/block/handle power surges.

18. CONTRACTOR-FURNISHED SUPPLIES/SERVICES

18.1. The Contractor shall provide transportation, a full body the unit, equipment, communications peripherals, and all maintenance (for the water purification and treatment system) during the period of performance.

18.2. The Contractor shall provide all service literature, reference publications, and diagnostic software to be used by the contractor service technicians as required for the completion of the services in accordance with this contract.

18.3. The Unit shall park at WBAMC (loading dock) in a reserved area near the electrical power supply. The area is outside and exposed to all weather conditions.

18.4. The contractor shall provide technical consultation on the capability of the Water purification and treatment unit to providers and staff at WBAMC as needed. This can be for up to eight hours a day for two weeks. This shall include the type and protocols required to produce sterile instruments for the MTF.

18.5. The Contractor, personnel and unit shall abide by all the safety codes of WBAMC. The contractor shall be responsible for discharge of materials from the trailer such as fuel for the generator, water, etc. and shall immediately clean up all materials. The contractor shall be held liable for any damage caused by such discharges and shall comply with WBAMC's hazardous materials program.

18.6. Maintenance on the equipment or the unit shall not be performed on Government property during normal time scheduled for Government use unless these systems are inoperable. The Contractor shall follow the maintenance schedule recommended by the manufacturer(s) of the Unit and equipment contained within and provide a copy of such to WBAMC upon initiation of services. The Contractor's maintenance logs shall be kept in the unit and made available for inspection at the Government's request. The entire water purification and treatment system shall have an up-time guarantee of 95%.

18.7. Mandatory upgrades to the unit, sub-systems, or equipment, as mandated by the manufacturer, shall be made at the expense of the Contractor and such costs shall not be passed on to the Government. Optional upgrades offered by the manufacturer may be added by the Contractor at any time but without an increase in the contract price. The Contractor shall not be reimbursed for optional upgrades unless the optional equipment was requested by WBAMC and included in this contract via modification to reflect the new equipment/capabilities.

18.8. Safety. The Contractor shall comply with all installation safety and fire prevention regulations. Copies of these regulations are on file in the medical activity safety office or with the COR. The contractor and contractor personnel shall be cognizant of and observe all requirements for handling and storing combustible supplies and materials, and daily disposal of combustible waste, trash, etc.

18.9. Quality Control/Assurance. The contractor is required to follow current Quality Control /Assurance Plans in place at the medical facility in the performance of this contract.

18.10. Vehicle operation: CSP operating motor vehicles on federal property will possess an operator's license for the category of vehicle being operated and auto insurance as required by regulations/laws governing said Federal property. CSP will park in the appropriately designated parking areas as determined by the COR. The Government will not invalidate or make reimbursement for parking violations of the Contractor under any condition.

19. Contractor Responsibility.

19.1. The Contractor shall be responsible for all items of Government equipment throughout the period they are under his control.

19.2. The Contractor shall be responsible for any damages to Government owned equipment and property and shall replace or repair any property damaged due to a fault of the Contractor or his representatives. All such replacement or repair shall be at the Contractor's expense and approved by the KO.

19.3. The Contractor shall ensure all areas where equipment is serviced onsite are left in a clean, neat, safe, and orderly condition. To prevent safety hazards, no equipment shall be left pulled out or apart upon Contractor departure from the work site. Equipment being repaired shall be safely secured at all times.

19.4. The Contractor is not responsible for service required due to Government misuse or abuse, or damage to the system or its components when it has been determined that the damage resulted from an act of God. The Contractor has four hours to make this determination and submit it to the COR for resolution.

20. Scheduled Services.

20.1. The Contractor shall, at a minimum, perform all scheduled services as prescribed by the OEM using a detailed services checklist. Maintenance plan should be provided to maintain the individual equipment and the structure. The maintenance plan shall include on-call personnel. The complete checklist will be provided to the Government with the Contractor's service report.

20.2 The Contractor shall confirm scheduled service dates with the COR at least five working days prior to performing scheduled services.

20.3. Documentation of Services: Contractor's representative, upon completion of any calibration, will affix and/or update Medical Equipment Verification/Certification Label DD Form 2163. Forms will be provided by the Medical Maintenance Branch upon request. Upon completion of services, a written service report shall be provided to the COR or the On-Call Technician. The service report shall provide detailed information regarding the service provided, the cause of equipment malfunctions and corrective action taken to include the time required to complete the work, price of labor (hourly rate) and a list of parts replaced with a price for each part. In the event all information is not available to the contractor's representative when the services are performed, the initial service report shall include all information stated above except price. The Contractor shall provide the balance of the required information in writing to the COR via email or the SPM module in PIEE, within five business days.

21. Service beyond the Scope of the Contract.

21.1. The Contractor shall immediately, but not later than 24 consecutive hours after discovery, notify the COR (in writing) of the existence or the development of any defects in, or repair required to the equipment which the Contractor considers they are not responsible for under the terms of this contract.

21.2. At the same time of the notification, the Contractor shall furnish the COR with a written estimate of the cost to make the necessary repairs and projected downtime due to repairs. Repairs considered by the Contracting Officer to be outside the scope of this contract shall not be covered under this contract but shall be ordered under a separate purchase instrument.

22. APPLICABLE TECHNICAL ORDERS, SPECIFICATIONS, REGULATIONS, AND MANUALS.

22.1. Following is a list of basic publications applicable to this contract. Current issues of many DA publications and forms can be accessed at http://www.apd.army.mil . Publications and forms not on the internet can be obtained from the MTF.

22.1.1. The Publications have been coded as mandatory or advisory. The Contractor is obligated to follow those coded as mandatory only to the extent that they apply to this contract. Supplements, amendments, or changes to these mandatory publications may be issued during the life of the contract. Advisory publications may be used for information and guidance but are not binding for compliance.

22.2. Publications.

22.2.1. Mandatory.

10 USC 1089	-	Defense of Certain Suits Arising Out of Medical Malpractice
10 USC 1091	-	Personal Services Contracts
PL 91596	-	Occupational Safety and Health Act of 1970
PL 101647, Section 231	-	Crime Control Act of 1990
PL 102190, Section 1094	-	National Defense Authorization Act
PL 104191k	-	Health Insurance Portability and Accountability Act of 1996

DoD Directive 5200.28	-	Security Requirements for Automated Information Systems (AISs)
DoD 5200.2R	-	Personnel Security Program
DoD 6025.18R	-	Department of Defense Health Information Privacy Regulation
DoD 8580.02R	-	DoD Health Information Security Regulation
DoDI 1402.5 OTSG/MEDCOM Policy Memo 13-062, dated 12 November 2013	-	Criminal History Background Checks on Individuals In Child Care Services Policy for Reporting Incidents of Sexual Assault and Sexual Harassment under the Sexual Assault Prevention and Response Program (SHARP)

22.3. Standard Forms.

SF 85-P	-	Questionnaire for Public Trust Positions

22.3.3. Department of Defense.

DD 577	-	Appointment/Termination Record - Authorized Signature

DD 2163 - Medical Equipment Verification/Certification

22.3.4. Other Forms.

FD Form 258	-	FBI US Department of Justice Fingerprint Card

23. ADDITIONAL INSTRUCTIONS.

23.3. ADP Security Requirements.

23.3.1. If a contractor employee requires access to and/or process information requiring protection under the Privacy Act of 1974, these positions are considered "ADP Sensitive" positions. Compliance with DoD Directive 5200.28, DoD 5200.2-R, AR 25-2, and AR 380-67 is mandatory for ADP Sensitive positions. Therefore, a National Agency Check with Inquiries (NACI) is required for each employee. The Contractor shall ensure that each employee fully adheres with the provisions of referenced publications by making an appointment (through the COR) with the appropriate security organization at the installation. The employee will be fingerprinted and required to complete the appropriate forms, usually a Standard Form 85-P, Questionnaire for Public Trust Positions. The Contractor is advised that a positive report for its employee is needed as a condition of employment under this contract. The Contractor shall ensure that its employee applies for the NACI within three workdays after start of performance.

23.3.2. Contractor employees may be required to sign a Computer User Agreement Acceptable Use Policy and complete End User Awareness Training prior to being given access to a government computer or the local network. Despite anything to the contrary in the Computer User Agreement Acceptable Use Policy, Government computers and other resources shall only be used for official Government business related to the performance of this contract.

23.4. Criminal History Background Check Requirement.

23.4.1. A Criminal History Background Check is MANDATORY for those personnel involved in the delivery of healthcare to children under the age of 18 on a frequent and regular basis and may be required for other healthcare providers in accordance with MTF policies. Such policies currently require a CHBC for anyone accessing Government information systems and networks.

23.4.2. The Government will conduct a criminal background check on the employee in accordance with the procedures set forth in PL 101-647, Section 231; PL 102-190, Section 1094; DoD Directive 5200.28, Enclosure 6, paragraph E.6.4.1.2; DoD Directive 5200.2-R; and DoDI 1402.5. The Contractor is responsible for ensuring background check submittals are initiated in accordance with the MTF procedures prior to providing services at the MTF, and that each of its employees is properly cleared and meets the requirements of the law. Background checks shall be based on fingerprints of individuals obtained by a law enforcement officer or MTF authorized security officer on a properly completed FD Form 258 (FBI US Department of Justice Fingerprint Card) together with SF 85P (Questionnaire for Public Trust Positions), and on inquiries conducted through the Federal Bureau of Investigation (FBI) and State Criminal History Repository check,

and a local Installation Record Check if required. The procedures for completing the required background check are outlined in the Department of Defense Instruction (I) 1402.5, dated January 19, 1993; Subject: Criminal History Background Checks on Individuals In Child Care Services; Enclosure 6, paragraph E.6.4, Government Contract Employees. (DoDI 1402.5 is available on the Internet at: http://www.dtic.mil/whs/directives/)

23.4.3. If the employee has a DoD affiliation such as living or working on an installation within the last 5 years, or is a family member of active-duty military, an Installation Record Check (IRC) shall be conducted by DoD Component personnel at the installation level. No IRC is required on individuals without DoD affiliation. Upon favorable completion of the IRC, an individual may be selected to provide services to a minor child under line-of-sight supervision (LOSS) until the required background checks are completed. Line-of-sight supervision is defined at DODI 1402.5, Enclosure 5.

23.4.4. Personnel may be employed under the contract pending completion of the background checks provided the activity uses line-of-sight supervision while minor children are in the care of that individual. The employee shall be within line-of-sight supervision of a staff person whose background check has been successfully completed or is in the presence of the child's parent or guardian.

23.4.5. All clearance requests shall be submitted in accordance with the applicable directives specific to the MTF. The name and address of the MTF security section representative or the COR shall be included in the request as the recipient of the results in accordance with MTF procedures. If neither position exists, the KO shall be designated to receive a copy of the results.

23.4.6. The employee has the right to obtain a copy of the background check report. The Contractor may obtain a copy of the background check report from the employee or from the Government with the written consent of the employee. The employee should contact the COR for a copy of the results. The employee, but not the Contractor, may challenge the accuracy and completeness of the information in the report by contacting the individual identified in the previous paragraph.

23.4.7. If an employee has previously received a background check, proof of the check shall be provided, or a new one obtained. A new investigation is required if a break in service to the Department of Defense results in a time lapse of more than 2 years. Re-verification shall be accomplished every five years.

24. NOTICE OF CONFERENCE. The Contractor, or authorized representative, may be required to attend a conference prior to commencement of any work performed under this contract. A representative of the Contracting Office will notify the Contractor after entering into the contract as to the specific time and location of the conference. Such conferences will normally occur telephonically: however, the Government reserves the right to require the personal presence of the Contractor.

25. ANTITERRORISM AND OPERATIONS SECURITY COMPLIANCE

25.5. Information Assurance (IA) Information Technology (IT) Training. All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access. Successful completion of the current version of this training must be accomplished annually thereafter. All contractor employees working in IA/IT functions must comply with DoD and DHA training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment.

25.1 Operations Security (OPSEC) Requirements: For OPSEC to be effective, all Contractors must be aware of OPSEC and understand how OPSEC complements traditional security programs. All personnel must know how to apply and practice OPSEC in the performance of their daily tasks. OPSEC must become a mindset of all Contractor employees and be performed as second nature. To accomplish this level of OPSEC vigilance, OPSEC training programs must be action and job-oriented, enabling the workforce to put into practice the knowledge and tactics, techniques, and procedures (TTPs) they learned in training. Training should maximize the use of lessons learned to illustrate OPSEC objectives and requirements. In order to ensure accomplishment of training, the Government will include OPSEC training as a part of their organization's annual training guidance. Contractor employees must complete Level I OPSEC according to AR 530-1 and 525.13. New contractor employee must complete Level I OPSEC training within 30 calendar days of their reporting for duty and then annually. AT Level I awareness training is available at https://atlevel1.dtic.mil/at.

25.2. AT Level 1 Training: All contract employees, including subcontractor employees, requiring access to Army installations, facilities or controlled access areas shall complete AT Level 1 awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level 1 awareness training is available at https://atlevel1.dtic.mil/at.

25.3. Access and General Protection/Security Policy and Procedures: The contractor and all associated subcontractor's employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshall Office, Director of Emergency Services, or Security Office. The contractor shall comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force protection Condition (FPCON) at any individual facility or installation change, the government may require changes in contractor security matters or processes. The background check process begins prior to commencement of services; employment is contingent upon outcome of background investigation. 25.4. iWATCH Training: The Government will brief all Contractor personnel on the local iWATCH program. This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to their COR. Contractor employees must complete iWATCH training within 30 calendar

days of reporting to duty.

END OF PERFORMANCE WORK STATEMENT

SUPPLEMENT TO THE PERFORMANCE WORK STATEMENT

The contractor shall submit itemized invoices no more than 30 days after preventive maintenance service completion.

1. INVOICING AND PAYMENT

The contractor shall submit monthly, in arrears, itemized invoices in accordance with DFARS 252.232-7003 & 252.232-7006, for services rendered under this contract. Information regarding Wide Area Workflow is available on the Internet at https://piee.eb.mil.

2. TOBACCO FREE MEDICAL CAMPUS (TFMC)

The contractor shall ensure that all contract personnel comply with the U.S. Army Medical Command and MTF smoking policies while performing services under this contract. Smoking restrictions will apply at any location or building where health care activities are performed under this contract.

In accordance with Army Regulation 600-63, paragraph 7-3, 14 April 2015; Operations Order 15-48 (Army Medical Command (MEDCOM) Tobacco Free Living - USAMEDCOM), 8 May 2015; and any Operations Order, regulation or other instruction implementing, defining or otherwise addressing the Tobacco Free Medical Campus (TFMC) on any military installation or DoD-controlled location, contractor personnel are prohibited from using any tobacco product on or within any TFMC while performing under this contract. TFMCs are established at each installation or DoD-controlled location and include: (1) any property or non-residential building that is operated, maintained or assigned to support medical activities, including but not limited to, hospitals, medical laboratories, outpatient clinics (including medical, dental, and veterinary facilities), or aid stations operating for the primary purpose of delivering medical care and services for DOD eligible beneficiaries and /or meeting the mission of the Army Medical Command; (2) all other facilities in which medical activities or administration take place, to include HQ MEDCOM and Defense Health Headquarters; (3) all internal roadways, sidewalks and parking lots; and (4) all sidewalks, parking lots and grounds external but adjacent to the building or related to the migratory corridors surrounding the medical facility. The contractor shall obtain from the COR any orders, regulations, instructions or other documents implementing, defining or otherwise addressing the TFMC for any given installation or DoD-controlled location where contractor personnel may perform under this contract and shall instruct contractor personnel on the TFMC limitations for installations or DoD-controlled locations where they may perform under this contract.

3. EXCLUSION FROM PARTICIPATION IN FEDERAL HEALTH CARE PROGRAM Exclusion from Participation in Federal Health Care Programs (October 2015)

a. The contractor shall not employ or contract with any individual or entity (hereinafter collectively referred to as "person") to provide items or services that will be included in invoices submitted to the government under this contract

if such person is listed on the Department of Health and Human Services (HHS) Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) or the TRICARE Sanctioned Provider List. The government is legally prohibited from paying for provision of items or services by such persons. The prohibition extends to services beyond direct patient care, such as services of persons in executive or leadership roles and administrative and management services, whether or not such services are billed separately. The LEIE may be found at

h ttp://oig.hhs.gov/fraud/exclusions.asp, and the TRICARE Sanctioned Provider list at

h ttp://www.health.mil/Military-Health-Topics/Access-Cost-Quality-and-Safety/Quality-And-Safety-of-

H ealthcare/Program-Integrity/Sanctioned-Providers. The LEIE and TRICARE Sanctioned Provider List are hereinafter collectively referred to as "the Lists."

b. Prior to start of contract performance, the contractor shall (a) query the Lists to determine whether the name of any person the contractor employs or contracts with to provide services or items for which payment may be made under this contract appears on the Lists, and (b) certify to the Contracting Officer that the contractor has queried the Lists and no such names appear on either of the Lists.

c. During performance of the contract, and prior to persons other than those whose names were queried in accordance with paragraph 2, above, (hereinafter "new persons") providing services or items under the contract, the contractor shall (a) query the Lists as in paragraph 2, and (b) certify to the Contracting Officer that the names of such new persons do not appear on either of the Lists.

d. The contractor is advised that during performance of the contract, MTF personnel will perform a recurrent recheck of the names of contractor personnel working in the MTF against the Lists, as specified in OTSG/MEDCOM Policy Memo 15-037. The government will notify the contractor in the event any contractor personnel working in the MTF appear on either of the Lists.

e. Should any person providing items or services under the contract appear on either of the Lists at any time during contract performance, the contractor shall (a) in cases where the contractor identified the person, notify the Contracting Officer, and (b) promptly remove that person from the contract.

f. Violation of any aspect of the above paragraphs shall be considered a material breach of the contract and may result in termination of the contract.

g. The contractor is further advised that, in accordance with Civil Monetary Penalties Law [CMP] (codified at 42 USC (S) 1320a-

7a): There are steep civil monetary penalties associated with billing the government for providing items or services by a person on either of the Lists, and with failing to return to the government any overpayments received for provision of such items or services.

Billing under the contract for provision of items or services by a person on either List may also result in exclusion of the person that employs or contracts with such person. HHS OIG has issued a Special Advisory Bulletin on the Effect of Exclusion from Participation in Federal Health Care Programs with additional information on the CMP. The Special Advisory Bulletin may be found at h ttp://oig.hhs.gov/exclusions/files/sab-05092013.pdf.

*** END OF NARRATIVE ***

Requirements

Water Purification and Treatment Services

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: William Beaumont Army Medical Center (WBAMC), El Paso, Texas DoDAAC: HT0847 CountryCode: USA AMC BEAUMONT BLISS - MM 11156 EDWARDS STREET, EAST BIGGS AIRFIELD FORT BLISS, TX 79918-8006 UNITED STATES
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: William Beaumont Army Medical Center (WBAMC), El Paso, Texas DoDAAC: HT0847 CountryCode: USA AMC BEAUMONT BLISS - MM 11156 EDWARDS STREET, EAST BIGGS AIRFIELD FORT BLISS, TX 79918-8006 UNITED STATES
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: William Beaumont Army Medical Center (WBAMC), El Paso, Texas DoDAAC: HT0847 CountryCode: USA

	AMC BEAUMONT BLISS - MM 11156 EDWARDS STREET, EAST BIGGS AIRFIELD FORT BLISS, TX 79918-8006 UNITED STATES

Section F - Deliveries or Performance

0001	**Delivery Schedule** Delivery Period From 01 Oct 2026 to 30 Sep 2027 **Quantity** 12 Months **Address and POC** Service Performance Site DoDAAC: HT0847 CountryCode: USA AMC BEAUMONT BLISS - MM 11156 EDWARDS STREET, EAST BIGGS AIRFIELD FORT BLISS, TX 79918-8006 UNITED STATES **Period of Performance** From 01 Oct 2026 To 30 Sep 2027
0002	**Quantity** 12 Months **Address and POC** **Period of Performance** From 01 Oct 2026 To 30 Sep 2027
0003	**Quantity** 1 Each **Address and POC**

	Period of Performance From 01 Oct 2026 To 30 Sep 2027
Option Line Item 1001	**Delivery Schedule** Delivery Period From 01 Oct 2026 to 30 Sep 2027 **Quantity** 12 Months **Address and POC** Service Performance Site DoDAAC: HT0847 CountryCode: USA AMC BEAUMONT BLISS - MM 11156 EDWARDS STREET, EAST BIGGS AIRFIELD FORT BLISS, TX 79918-8006 UNITED STATES **Period of Performance** From 01 Oct 2027 To 30 Sep 2028
Option Line Item 2001	**Delivery Schedule** Delivery Period From 01 Oct 2026 to 30 Sep 2027 **Quantity** 12 Months **Address and POC** Service Performance Site DoDAAC: HT0847 CountryCode: USA

	AMC BEAUMONT BLISS - MM 11156 EDWARDS STREET, EAST BIGGS AIRFIELD FORT BLISS, TX 79918-8006 UNITED STATES **Period of Performance** From 01 Oct 2028 To 30 Sep 2029
Option Line Item 2002	**Quantity** 12 Months **Address and POC** **Period of Performance** From 01 Oct 2028 To 30 Sep 2029
Option Line Item 2003	**Quantity** 1 Each **Address and POC** **Period of Performance** From 01 Oct 2028 To 30 Sep 2029

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) *Definitions.* As used in this clause-

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

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

INVOICE 2 IN 1

(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	W81K00
Admin DoDAAC	HT9408
Inspect By DoDAAC	HT0847
Ship To Code	HT0847
Ship From Code	_TBD
Mark For Code	____

Service Approver (DoDAAC)	HT0847
Service Acceptor (DoDAAC)	HT0847
Accept at Other DoDAAC	———
LPO DoDAAC	———
DCAA Auditor DoDAAC	———
Other DoDAAC(s)	———

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

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

(g) *WAWF point of contact.*

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

TBD

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

(End of clause)

Section I - Contract Clauses

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

w) The non-FAR Part 12 discretionary FAR and DFARS clauses included herein are incorporated into this contract either by reference or in full text. If incorporated by reference, see clause 52.252-2 herein for locations where full text can be found.

(End of Addendum)

*** END OF NARRATIVE ***

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
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	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		

52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.222-3	Convict Labor. (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-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (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	2026-04

	by Federal Contractors. (Deviation 2026-O0040, Revision 1)	
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.224-3	Privacy Training.	2017-01
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.232-18	Availability of Funds.	1984-04
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and	2026-02

	Exclusions. (Deviation 2026-O0038)	
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02
52.242-13	Bankruptcy.	1995-07
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7000	Disclosure of Information.	2016-10		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
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
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7001	Buy American and Balance of Payments Program.	2024-02
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian	2023-01

	Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.			
252.232-7010	Levies on Contract Payments.	2006-12		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.243-7002	Requests for Equitable Adjustment.	2022-12		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01
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
52.217-8	Option to Extend Services.	1999-11		

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6

months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

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

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 within30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 daysefore 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 36 months.

(End of clause)

52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification

System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's

50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[Contracting Officer check as appropriate.]

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

[ ] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

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 221310 NAICS Code assigned to W81K0026QA253 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)

52.252-2	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

(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 (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

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

Representation.

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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)

52.209-5	Certification Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02

Certification Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i) (B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the

liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e. g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this

solicitation for default.

(End of provision)

52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(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)

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

O0043) 2026-
O0043

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.

[ ](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.

(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)

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

52.212-1 ADDENDUM

Administrative:

Volume I Administrative: Offerors shall provide the following:

a. Summary or title page identifying the offeror, address, phone, UIE number, CAGE Code, Point of Contact (POC) information for the authorized individuals authorized to negotiate with the Government on behalf of the Offeror, and the solicitation number. The Offeror is responsible for notifying the contracting office of any POC changes.

b. The offeror shall include a copy of the completed SF1449, with the signature in block 30a, name and title of signer in block 30b, and date signed in block 30c. Signature shall be from an authorized individual authorized to negotiate on behalf of the company. Include the name of the offeror, address, phone number, and CAGE Code in Block 17a. If a complete SF1449 is not submitted the vendor shall not be further evaluated.

c. For all solicitation amendments, if applicable: Completed and signed SF 30: Blocks 8, 15A - C

d. Provide statement that the offeror will hold its quote firm for at least 90 calendar days from the offer due date, subject to any changes that may occur as a result of discussions (if applicable).

e. All offerors must be registered in the System for Award Management (SAM) with the appropriate NAICS Code prior to award and shall not have any Active Exclusions listed within SAM.GOV to be eligible for award. Lack of registration shall make an offeror ineligible for award.

f. Complete all fill in provisions that are required by the offeror, as listed in the solicitation. Alternately, complete all provisions in SAM.GOV.

g. The offeror shall submit a completed copy of FAR52.212-3, Representations and Certifications - Commercial Items unless the offeror has completed the information in the Online Representations and Certifications Application (ORCA) at https://www.sam.gov

h. No telephonic questions or offers will be accepted. Offeror shall clearly identify each part of their quote, as described below. **Questions regarding this solicitation are to be submitted electronically to the Contract Specialist by 18 August 2026 at 11 A M Mountain Daylight Time to elizabeth.a.orloski.civ@health.mil. OR fabiola.palma-trujillo.civ@health.mil; answers to all questions will be provided via an amendment to the solicitation and posted to https://sam.gov on or about 20 August 2026.**

i. **Offers are due by the date and time identified on Page1 Block 8 of the SF1449 (Unless extended via solicitation amendment).** Offers shall be submitted via e-mail to **elizabeth.a. orloski.civ@health.mil or fabiola.palma-trujillo.civ@health.mil**

Quotes received after the deadline will be considered untimely and will not be eligible for award. When submitting your offer via email please annotate the subject line as **"Quote for W81K00-25-Q-A253".**

Volume II Technical: The technical volume shall be addressed in sufficient written detail for the Government to determine if the offeror understands the technical requirements listed in the following factors.

a. Factor 1 - Technical Capability. Offeror shall provide a Leased Water Purification and Treatment System that conforms to the salient physical, functional, performance characteristics, and quantities as specified in the Performance Work Statement (PWS).

Proposed vendor shall notate that they have the capability to meet all of the requirements within the PWS. **Offerors without the capability to meet all of the requirements within the PWS shall not be considered and shall not be further evaluated.**

The offer shall include the proposed Leased Water Purification and Treatment System with specifications.

b. Factor 2 - Delivery/Installation. Offer must be able to ensure delivery and installation in accordance with the PWS.

Volume III Pricing:

a. The offeror shall submit pricing for all Contract Line-Item numbers (CLIN) Lines for the base and all option years. The prices shall be in whole dollar amounts to the second decimal place (i.e., $0.00) only.

b. The following CLIN Lines are to be filled out:

Base and all option years

If the SF 1449 is not completed in accordance with FAR Provision 52.212-1 the offer will be considered noncompliant and will not be evaluated or eligible for award. Untimely offers will not be considered.

NOTE: This is an "all or none" solicitation. Failure to provide a price for the **applicable CLIN Lines, unless the offeror states "not separately priced"** within the solicitation, it will be construed to mean the offeror is not quoting that CLIN Line and thus, not eligible for award.

(m) The non-FAR Part 12 discretionary FAR, DFARS, AFARS, and MEDCOM provisions included herein are incorporated into this solicitation either by reference or in full text. If incorporated by reference, see clause 52.252-1 herein for locations where full text can be found.

END OF ADDENDUM TO 52.212-1

52.212-2 ADDENDUM

Paragraph (a) is hereby replaced with the following:

Award will be made using the Lowest Price, Technically Acceptable (LPTA) process. Award will be made to the responsible offeror on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for non-cost factors. Award may be made without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the offeror's best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions if it is later determined by the contracting officer to be necessary.

Mark any descriptive material to clearly show any proposed changes. By providing pricing for each CLIN/Sub-CLIN Offeror agrees with the description requirements therein.

EVALUATION PROCESS: The Government will initially list proposals from lowest to highest price. If a proposal is rated Technically Unacceptable, the Government will not evaluate any other factor. USING THIS PROCEDURE, THE GOVERNMENT MIGHT NOT EVALUATE ALL PROPOSALS. Offers receiving a rating of "acceptable" or "not acceptable" will not be eligible for award. In order to be eligible for award the offeror shall provide pricing responses for all applicable CLINS.

b. The following evaluation factors shall be used to evaluate the offer:

Volume II Technical Evaluation: The technical volume shall be addressed in sufficient written detail for the Government to determine if the offeror understands the technical requirements listed in the following factors.

Failure to provide a response in sufficient detail for each factor below shall result in an offeror receiving a rating of unacceptable. Each Factor will be evaluated using the criteria stated in the PWS. Each factor shall be found acceptable in order to be eligible for award.

Factor 1 - Technical Capability:

Technical Acceptability:

a. Offer will be found technically acceptable if the offer meets the salient physical, functional, and performances characteristic specified in this solicitation in accordance with the requirements of the Solicitation, PWS, and CLIN Structure.

Acceptable Rating: Offer clearly meets the minimum requirements of the PWS

Unacceptable Rating: Offer **Does not meet** the minimum requirements of the PWS

An "unacceptable" rating on any portion of the factor will make the overall technical rating "unacceptable" which makes the quotes ineligible for award.

Factor 2 - Delivery

Delivery/Installation of a Leased Water Purification and Treatment System to William Beaumont Army Medical Center, Fort Bliss, Texas. Offeror states in writing that they can provide the required equipment in accordance with PWS.

b. Factor 2 - Delivery/Installation. Offer must be able to ensure delivery and installation in accordance with the PWS.

If the offeror does not provide a proposed Leased Water Purification and Treatment System in accordance with the PWS the offer will be ineligible for award.

Failure to comply with the minimum requirements will result in an unacceptable rating.

Below shows the rating and description of how Technical Capabilities will be evaluated.

Factor 3 - Price.

a. The quote must clearly indicate the CLIN pricing, and overall contract pricing. Price will be evaluated using various price analysis techniques and procedures in accordance with RFO FAR 12. including, but not limited to, comparison of proposed price received in response to the solicitation. Evaluation of price will include a determination that the price is fair and reasonable.

Offerors shall provide pricing information for all applicable CLINS in their entirety.

***Failure to provide a price for each CLIN, unless the offeror states "not separately priced" within the offer, will be construed to mean the offeror cannot provide the Government's requirement. Any offer that fails to price all required CLINs, unless the CLIN is identified as "not separately priced", will not be evaluated further and will be ineligible for award.**

b. Options: Options. 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.

c. Award: Award will be made to the offeror that provides the best value to the Government. Quotes receiving a rating of "not acceptable" will not be eligible for award. In order to be eligible for award the offeror shall provide pricing responses for all CLINS.

f. A written notice of award or acceptance of an offer, mailed or otherwise 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 ADDENDUM TO 52.212-2

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

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

DFARS Provisions Incorporated by Reference

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

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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

(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 ((48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation

(End of clause)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7008	Only One Offer.	2022-12		

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section M - Evaluation Factors for Award

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		

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: See 52.212-2 ADDENDUM

(b) *Options.* 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)