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
	48

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912EF26QA059	11 AUG 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	CALLIE RIETFORS	5095277280	26 AUG 2026 10:00 AM

9. ISSUED BY CODE W912EF

US ARMY ENGINEER DISTRICT WALLA WAL
KO CONTRACTING DIVISION, 201 NORTH 3RD AVE
WALLA WALLA, WA 99362-1876
UNITED STATES
CALLIE RIETFORS, EMAIL: CALLIE.RIETFORS@USACE.ARMY.MIL
TELEPHONE: 5095277280

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): 561990

SIZE STANDARD: USD 16,500,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING
☒ SEE SCHEDULE		☐	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 CONTINUATION *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

SEE CONTINUATION

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

Solicitation/Contract Form Continuation

Instrument Name: NWW & NWP Dive SATOC

Product Service Code : J036

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	NWW & NWP Dive Services - Base Year IAW the Performance Work Statement. Any unused capacity from this year will be carried forward into the next exercised option year. FILL IN PRICING INFORMATION ON THE PRICE SCHEDULE. Product Service Code: J036 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1001	NWW & NWP Dive Services - Option Year 1 IAW the Performance Work Statement. Any unused capacity from this year will be carried forward into the next exercised option year. FILL IN PRICING INFORMATION ON THE PRICE SCHEDULE. Product Service Code: J036 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line	NWW & NWP Dive Services - Option Year 2 IAW the	1	Job		

Item 2001	Performance Work Statement. Any unused capacity from this year will be carried forward into the next exercised option year. FILL IN PRICING INFORMATION ON THE PRICE SCHEDULE. Product Service Code: J036 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 3001	NWW & NWP Dive Services - Option Year 3 IAW the Performance Work Statement. Any unused capacity from this year will be carried forward into the next exercised option year. FILL IN PRICING INFORMATION ON THE PRICE SCHEDULE. Product Service Code: J036 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 4001	NWW & NWP Dive Services - Option Year 3 IAW the Performance Work Statement FILL IN PRICING INFORMATION ON THE PRICE SCHEDULE. Product Service Code: J036 Claimant Program Code: S1	1	Job		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 5001	NWW & NWP Dive Services - Option to Extend Services (52.217-8) Do not price this CLIN. This CLIN serves as a placeholder in the event that the option to extend services is required. Pricing for this CLIN will be the same unit prices as the most recent period of performance. The option to extend services must not exceed six (6) months. Product Service Code: J036 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		

Continuation of Description

Requirements

NWW and NWP Dive SATOC

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: IAW PWS DoDAAC: 960576 CountryCode: USA USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: IAW PWS DoDAAC: 960576 CountryCode: USA USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: IAW PWS DoDAAC: 960576 CountryCode: USA

	USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: IAW PWS DoDAAC: 960576 CountryCode: USA USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: IAW PWS DoDAAC: 960576 CountryCode: USA USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES
Option Line Item 5001	Inspection and Acceptance Location Both Destination Instructions: IAW PWS

	DoDAAC: 960576 CountryCode: USA USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES

Continuation of Deliveries or Performance

0001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 960576 CountryCode: USA USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES **Period of Performance** From 18 Sep 2026 To 17 Sep 2027
Option Line Item 1001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 960576 CountryCode: USA USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES **Period of Performance** From 18 Sep 2027 To 17 Sep 2028
Option	**Quantity** 1 Job

Line Item 2001	**Address and POC** Place of Performance DoDAAC: 960576 CountryCode: USA USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES **Period of Performance** From 18 Sep 2028 To 17 Sep 2029
Option Line Item 3001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 960576 CountryCode: USA USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES **Period of Performance** From 18 Sep 2029 To 17 Sep 2030
Option Line Item 4001	**Quantity** 1 Job **Address and POC** Place of Performance

	DoDAAC: 960576 CountryCode: USA USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES **Period of Performance** From 18 Sep 2030 To 17 Sep 2031
Option Line Item 5001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 960576 CountryCode: USA USACE WALLA WALLA DISTRICT OD TECHNICAL SUPPORT BRANCH, 201 NORTH 3RD AVENUE WALLA WALLA, WA 99362-1876 UNITED STATES **Period of Performance** From 18 Sep 2031 To 18 Mar 2032

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and	2026-02		

	Commercial Services. (Deviation 2026-O0038)	
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038)	2026-02
52.219-30	Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program. (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-	2026-02

	O0038)	
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
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.229-12	Tax on Certain Foreign Procurements.	2021-02
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03

52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10		
252.223-7008	Prohibition of Hexavalent	2023-01		

	Chromium.	
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-14	Limitations on Subcontracting	2026-02	Deviation	2023-02

(DEVIATION 2021-O0008) 2021-O0008

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

(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 subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); 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) *Limitations on subcontracting.* 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, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), 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. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(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--

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

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

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

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

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege 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)

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

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

Employee Class	Monetary Wage-Fringe Benefits
47040 Diver / 47041 Diver Tender	WG 1 Step 2 $18.33
____	____
____	____
____	____
____	____
____	____
____	____

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	2026-02	Deviation 2025-O0004	2025-03
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.201-7000	Contracting Officer's Representative.	1991-12		
252.219-7996	Small Business Subcontracting Plan (DoD Contracts). (DEVIATION 2026-O0037)	2026-02	Deviation 2026-O0037	2026-02
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-18	Ordering.	2020-08		

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 18 September 2026 through 17 September 2031. Should the Option to Extend Services (52.217-8) be exercised, orders may be issued during this period until 18 March 2032.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $200,000;

(2) Any order for a combination of items in excess of $500,000; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22	Indefinite Quantity. (Deviation 2026-O0038)	2026-02

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 18 March 2032.

(End of clause)

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 15 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 within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.246-11	Higher-Level Contract Quality Requirement.	2014-12

Higher-Level Contract Quality Requirement (Dec 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

The Offeror must provide the following diver certificates in accordance with EM 385-1-1 Section 30-3 for five (5) current employees (to include Dive Supervisor and Divers):

- EM 385-1-1 Section 30-3.b Proof of Diver Certification
- EM 385-1-1 Section 30-3.d First Aid / CPR and Emergency Oxygen Systems Certification

All certificates must be current (not expired).

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Contracting Officer Statement

"Only a warranted Contracting Officer (either a Contracting Officer or an Administrative Contracting Officer (ACO)), acting within their appointed limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed with the change and shall immediately notify the Contracting Officer. Proceeding with any work not authorized by the Contracting Officer will be at the Contractor's own risk."

Ordering Procedures

Task Order Proposal Requests (TOPR) will be sent electronically to the Single Award Task Order Contract (SATOC) awardee. Prices will be in accordance with the base contract Price Schedule. TOPR will detail work required, performance location, and performance timeline.

Wage Determination Based on Collective Bargaining Agreements

In accordance with Revolutionary FAR Overhaul (RFO) 22.1002-3(b)(9), an Electronic SF-98 (e98) form was submitted to the Department of Labor (DOL) requesting a wage determination based on a collective bargaining agreement, but the e98 system is down for maintenance and DOL is unable to provide the wage determination for solicitation. In lieu of a revised wage determination, the last wage determination provided with the predecessor contract is attached, as well as the incumbent contractor's collective bargaining agreements.

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Performanc e Work Sta tement	Performance Work Statement		28 Jul 2026			Attachment	No
0002	Price Sche dule	Price Schedule		30 Jun 2026			Attachment	No
0003	Sample Tas k Order	Price Evaluation - Sample Task Order		30 Jun			Attachment	No

				2026				
0004	Offeror Ex perience F orm	Past Performance Evaluation - Offeror Experience Form		29 May 2026			Attachment	No
0005	Safe Pract ices Manua l Review C hecklist	Safety Evaluation - Safe Practices Manual Review Checklist		28 Jul 2026			Attachment	No
0006	Dive Plan Package	Supporting Technical Documentation		28 Jul 2026			Attachment	No
0007	SCA WD 202 3-0056 Rev 4	Wage Determination		04 May 2026			Attachment	No
0008	East WA No rth ID CBA between I nland Nort hwest AGC and Wester n States R egional Co uncil of C arpenters	Wage Determination		04 May 2026			Attachment	No
0009	Cascadia R egional Ma ster Agree ment	Wage Determination		04 May 2026			Attachment	No
0010	2024-2028 GCCA Casca dia Agreem ent	Wage Determination		04 May 2026			Attachment	No
0011	Inland AGC - Carpent ers MOU - Washingt on Sick Pa y	Wage Determination		04 May 2026			Attachment	No
0012	Inland AGC - Carpent ers - MOU -	Wage Determination		04 May 2026			Attachment	No

	Travel P ay							
0013	Carpenters - North I D 2026	Wage Determination		29 May 2026			Attachment	No
0014	Eastern WA 2026-2	Wage Determination		29 May 2026			Attachment	No
0015	OR_SW Carp enters Rat es, 06-01- 26 through 05-31-27	Wage Determination		29 May 2026			Attachment	No

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7031	Secondary Arab Boycott of Israel .	2005-06		
252.225-7055	Representation Regarding	2022-05		

	Business Operations with the Maduro Regime.	
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] 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.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05

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

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

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

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

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

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

instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

(End of provision)

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

BIDDER INQUIRY:

Bidder/Offeror Solicitation Questions:

All inquiries regarding this solicitation are to be submitted via Bidder Inquiry. Telephone and email inquiries will not be accepted. Bidder Inquiry is a website that allows bidders to post questions regarding the solicitation and view all questions by other bidders and responses by USACE. Bidder Inquiry can be accessed through ProjNet at https://www.projnet.org.

To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment/question will receive an acknowledgement of the comment/question via email. Another email to the same address will notify the prospective vendor once the reply is available for viewing.

TIMING OF BIDDER INQUIRIES: Bidders are encouraged to submit their bidder inquiries promptly. The Government will make every effort to answer all bidder inquiries; however, the closer to the solicitation due date an inquiry is received, the less likely it is that a timely response can be provided.

The Bidder Inquiry Key is: 54IBZW-9R8T3U

Specific Instructions for ProjNet Bid Inquiry Access:

1. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.

2. Identify the Agency. This should be marked as USACE.

3. Key. Enter the Bidder Inquiry Key listed above.

4. Email. Enter the email address you would like to use for communication.

5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.

6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be use from this point on to access the ProjNet system.

7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Instructions for Entering Questions:

1. After you are logged in, click on the "post new inquiry." It is on the left side of the window under the word "Submit."

a.) This is the window where you will enter your questions.

b.) Comment Classification: Click on the down arrow to the right of the words "Please select from below," select "Public."

c.) Discipline: This is where you select who this question should be directed to. Example: if the question is about an electrical drawing or specification, select "Electrical" from the pull-down list.

d.) Sheet. Enter the sheet number of the drawing you are asking about.

e.) Detail. Enter the detail name of the detail shown on the drawing that you are asking about.

f.) Specification. Enter the Specification number and paragraph number.

g.) File. Use this if you are going to attach a pdf file.

h.) Question. Enter your question here.

Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be provided any type of password. You will utilize your Secret Question and Secret Answer to log in.

2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.

3. Identify the Agency. This should be marked as USACE.

4. Key. Enter the Bidder Inquiry Key listed above.

5. Email. Enter the email address you used to register previously in ProjNet.

6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.

7. Enter your Secret Answer and click Login. Once this is completed, you are now logged into the system.

For questions about the ProjNet Bidder Inquiry, please contact the Call Center help desk at ProjNet: Public User, (833) 389-1097 or 217-367-3273, which operates from 8AM to 5PM (Central US time zone). Bidder inquiry help questions can also be emailed to the helpdesk at staff@projnet.info.

Offerors are cautioned to clearly print prices for all line items. Be especially careful placing decimal points, as a mistake in your offer may render it unresponsive. Your quote must be valid for 30 calendar days after the due date specified for receipt of quotations. Please include shipping costs in the quoted price of each item.

Registration at www.sam.gov is required. If not registered, please do so. Step-by-step help information on how to register is detailed on the website, along with frequently asked questions (FAQs). Lack of registration in the SAM database may make an offeror ineligible for award.

Effective 29 April 2018, the notarized letter process is now mandatory on all CURRENT registrants at SAM who have a requirement to update data on their SAM record. The notarized letter is mandatory and is required for the GSA Federal Service Desk (FSD, https://www.fsd.gov) to activate the entity's registration. Both Federal Assistance entities and all non-Federal entities must mail the original, signed copy of the notarized letter to the Federal Service Desk. Failure to do so within 30 days of activation may result in the registration no longer being active. Mail the completed, signed, notarized letter to:

FEDERAL SERVICE DESK

ATTN: SAM.GOV REGISTRATION PROCESSING

460 INDUSTRIAL BLVD

LONDON, KY 40741-7285

UNITED STATES OF AMERICA

Per Title 4 of the US Code 104-107, the US Government is exempt from paying local and state taxes. Exempt Tax Identification Number 91-0828090.

General Contract Information

Delivery Date_____

Offeror's Name (Printed) _____

Offeror's Contact Telephone Number_____

Offeror's Email Address_____

Federal Tax Identification No. _____

CAGE Code _____ Unique Entity ID _____

Is your company registered online in SAM (www.sam.gov)? YES NO

Total Amount of Contract: _____

To ensure receipt of your quote, please send to the attention of Callie Rietfors at:

Email: callie.rietfors@usace.army.mil

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Submission of Price Quote - Contractor must submit the following in 1 copy:

1. Signed and dated Standard Form 1449 (Solicitation / Contract / Order for Commercial Items).

2. Signed and dated Standard Form 30, if applicable, for any Amendments to the Solicitation.

3. Completed schedule (pricing information) for all line items listed in the solicitation / amendments.

4. Completed "General Contract Information" section above.

5. All information requested in FAR 52.212-2 Evaluation--Commercial Products and Commercial Services.

6. Dive qualifications in accordance with FAR 52.246-11 Higher-Level Contract Quality Requirement. Offerors are required to comply with FAR 52.246-11 at time of quote submission.

BASIS FOR AWARD

The Government will award one contract resulting from this solicitation in accordance with Revolutionary FAR Overhaul (RFO) Subpart 12.2 to the responsible Offeror meeting or exceeding all solicitation requirements and representing the best value based on the evaluation factors specified in 52.212-2 of this solicitation. Award will be made on the basis of the lowest evaluated price meeting or exceeding the acceptability standards of non-cost factors. The Government does not intend to have discussions with Offerors, so please ensure that all required information is submitted with your quote. The following factors will be used to evaluate all offers.

Factor 1: Price

Factor 2: Safety

Factor 3: Past Performance

Option to Extend Services

Contract Line Item Number (CLIN) 5001 is included as a placeholder in the event that the option to extend services is required. Do not price this CLIN. Pricing for this CLIN will be the same unit pricing as the most recent period of performance. The option to extend services must not exceed a cumulative duration of six (6) months. See FAR clause 52.217-8 for details.

Special Contract Requirements:

1) FAR provision 52.229-11 and FAR clause 52.229-12

FAR provision 52.229-11 and FAR clause 52.229-12 are included in this solicitation. This provision and clause concern the imposition of a 2 percent Federal excise tax withholding on any resultant contract award or payment request. This rule applies to Federal Government contracts for goods or services that are awarded to foreign persons - such as foreign contractors. It implements the Department of the Treasury's final regulations published in the Federal Register at 81 FR 55133 on August 18, 2016, under section 5000C of the Internal Revenue Code relating to the 2 percent tax on payments made by the U.S. Government to foreign persons pursuant to certain contracts.

Pursuant to the FAR 52.229-3 Federal, State, and Local Taxes, taxes imposed under 26 U.S.C. 5000 C may not be included in the contract price or reimbursed.

Exemptions from this excise tax must be claimed by an Offeror when it submits, with its offer, a U. S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs. gov/W14. If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each contract payment. Failure to submit an IRS Form W-14 with each payment request will also result in an automatic withholding of 2 percent from the payment request.

When filling out the IRS Form W-14 the following information may be used to complete Part I, Lines 6 and 7.

Line 6 Contract/reference number: W912EF26QA059

Line 7 "Name and address of the acquiring agency":

Walla Walla District

US Army Corps of Engineers

201 N 3rd Ave

Walla Walla, WA 99362

Any exemption claimed and self-certified is subject to audit by the IRS. Any disputes concerning this tax are adjudicated by the IRS because the Section 5000C tax is a tax matter not a contract issue.

Offerors are encouraged to seek guidance from their own tax professionals for advice concerning the provision, clause, and exclusions exclusion/submission of IRS Form W-14. Additional information is also available at:

Notwithstanding the above, the USACE does not have a means of withholding this excise tax at this time. As a result, contractors are expected to comply with the instructions above and to properly complete and return the W-14 at proposal submission, and with each pay application. The amount due for each withholding will be confirmed by USACE, BUT WILL NOT BE WITHHELD. It is the contractor's responsibility to set aside, or remit to the IRS, the amount confirmed by USACE. Whether the contractor sets the money aside for future payment to the IRS, or makes payment to the IRS, is the contractor's discretion, based on its analysis of the regulations regarding the excise tax. In the event that USACE is able to withhold during contract performance, it will notify the contractor and make such a withholding (including any catch up withholdings); no advance notice is required to the contractor prior to the withholding. Under no circumstances is USACE liable for any tax not paid by the contractor. The contractor is liable for the tax, to the extent required by law, regardless of whether USACE makes a withholding.

Revolutionary FAR Overhaul (RFO) FAR 29.204(a) expressly states, "Agencies merely withhold the tax for the Internal Revenue Service (IRS). All substantive issues regarding the underlying section 5000C tax, such as the imposition of or exemption from the tax, are matters under IRS jurisdiction." Therefore, we cannot help you determine how the tax law applies to you. We strongly recommend that you contact the IRS and/or a tax professional should you have any questions of this nature. To be clear, this information does not constitute tax advice or a representation of your tax liability. Furnishing this information does not create liability for the USACE for any Federal, state, or local taxes applicable to the above-referenced contract or any other contract.

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For submission requirements and basis of evaluation:

Executed FAR Provision 52.229-11.

Completed IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, if applicable. If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each payment.

*** END OF NARRATIVE ***

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

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

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

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

Price, Safety, and Past Performance.

Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

Factor 1. Price

The sample task order attachment will be used to evaluate price based on the Offeror's base-year CLIN pricing from their submitted price schedule. The Government will utilize the sample task order proposed pricing for determination of price reasonableness. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

Quotes will be reviewed for technical acceptability based upon Factors Two through Three. Offerors must complete the Price Schedule attachment and utilize their completed Price Schedule to price the sample task order.

Factor 2. Safety

The Offeror must have zero federal and/or state OSHA fatalities during the five-year period prior to execution of this contract, or if fatality/fatalities has/have occurred, the Offeror must be cleared by federal and/or state investigation of all wrongdoing. Offeror must provide a letter of attestation confirming the requirements above.

The Offeror must submit their Safe Practices Manual in accordance with EM 385-1-1 Section 30-7.b. The Safe Practices Manual will be evaluated for completeness to the requirements specified in EM 385-1-1 Section 30-7.b. Offeror must complete and submit the Safe Practices Manual Review Checklist with the Safe Practices Manual.

Offeror must achieve an "Acceptable" rating under Factor Two to be eligible for contract award as this factor will evaluate the Offeror's ability to meet the technical requirements of future task orders. Offerors receiving an "Unacceptable" rating for Factor Two will be eliminated from competition, and their offer will not be further evaluated.

Safety for Factor 2 will be evaluated according to the following scale:

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

Factor 3. Past Performance

The Government may review any other sources of information for evaluating past performance as outlined in RFO 12.203.

Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/UEI numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary /affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Entity Information from SAM.gov, Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

Recency: Past Performance considered for review shall not exceed five (5) years from the date the solicitation is issued.

Relevancy: The Government will conduct a performance assessment based on the relevancy of the Offeror's current and past performance, as well as that of its major subcontractors. Major subcontractors are defined as members of an Offeror's overall team who are expected to perform twenty (20) percent or more of the proposed effort. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. The Offeror must submit the written consent of its major subcontractors to allow the disclosure of its subcontractors' past performance information to the Offeror. In addition, signed letters of commitment must be included for all major subcontractors for their past performance to be considered.

Offerors must fill out the attached Offeror Experience Form to describe the projects in which the Offerors have relevant dive experience. Past Performance information submitted by the Offeror that does not use the Offeror Experience Form will not be considered. Limit submissions to at least three (3) but no more than five (5) project examples performed in the past five (5) years.

Relevant projects must include a detailed description of the dive services performed - specifically minor maintenance - on a USACE or other hydroelectric and/or navigational lock structure managed by the U.S. Government, State, County, City, public or private utility company. They must include sufficient details, type of work performed, and references for verification.

Relevant projects may include:

- Welding
- Concrete repair
- Bolt/cable replacement
- Crack repair
- Repair of existing underwater structures and mechanical equipment
- Installation of small components such as pumps, valves, hydrophones, and antennas used in fish research

Past Performance for Factor 3 will be evaluated according to the following scale:

Rating	Description
Acceptable*	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort(s), or the Offeror's performance record is unknown (see note below).
Unacceptable	Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

*In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see RFO 15.202(c)(1)). Therefore, the Offeror will be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating will be considered "acceptable."

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

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

(End of provision)

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

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

FAR Provisions Incorporated by Full Text

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

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting

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

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

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

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

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

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

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

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

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

(End of provision)