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
	39

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W9123826QA025	15 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	JULIE MAXWELL	(916) 557-7989	17 AUG 2026 11:00 AM

9. ISSUED BY CODE W91238

W075 ENDIST SACRAMENTO
KO CONTRACTING DIVISION, 1325 J STREET
SACRAMENTO, CA 95814-2922
UNITED STATES
JULIE MAXWELL, EMAIL: JULIE.MAXWELL@USACE.ARMY.MIL TELEPHONE: (916) 557-7989

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): 541380

SIZE STANDARD: USD 19,000,000.00

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 / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☒ 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: Sacramento District Master BPA QA Lab Testing

Product Service Code : H399

INTERESTED VENDORS SHALL REVIEW CLAUSE TO 52.212-2 AND THE "ADDENDUM TO EVALUATION" FOR INSTRUCTIONS AND EVALUATION CRITERIA. VENDORS ARE RESPONSIBLE FOR ENSURING THEIR QUOTE SUBMISSION MEETS ALL REQUIREMENTS. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION.

Eligibility for Contract Award: In accordance with the requirements of RFO Part 9, no contract shall be entered into unless the Contracting Officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the RFO requirements that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in RFO Part 9, and any special standards set forth in the solicitation.

BLANKET PURCHASE AGREEMENT (BPA) TERMS AND CONDITIONS (IAW RFO Part 12.201-1(3)(iv)

(A) Description of Agreement: The established supplier (BPA Holder) shall furnish supplies or services for Quality Assurance Testing in Sacramento District *(OFFEROR MUST INDICATE IN OFFER; MAY OFFER FOR ONE OR MORE REGIONS)*_____ Region, if and when requested by the Contracting Officer or Ordering Official. The maximum duration of this BPA is for five years from the effective date, with an aggregate ceiling of up to $6,000,000.00 encompassing all five regions of the Area of Responsibility (AOR). *See MAP of AOR in Attachments.*

(B) Extent of Obligation: In accordance with RFO Part 12.201-1, the Government is obligated only to the extent of authorized purchases actually made under the BPA. This agreement may be terminated upon 30 days written notice by either party.

(C) The dollar limitation: The dollar limit for each BPA order shall be set to a minimum of $2,500 and a maximum of $350,000.00.

(D) A list of individuals authorized to place orders or make purchases under the BPA:

i. Orders valued from $2,500 to $25,000: The Contracting Officer will provide the BPA Holder a list of Ordering Officials authorized to place orders under the agreement.

ii. Orders valued above $25,000: The Sacramento District's Contracting Officer will be required to place an order under the agreement.

(E) Delivery and Shipment Documentation: All deliverables under the agreement shall be accompanied by Delivery Tickets that shall contain the following minimum information.

i. Name of Contractor/Supplier

ii. BPA and BPA order number

iii. Date of Purchase (Call)

iv. Itemized list of reports furnished include date the testing/sampling was started and completed, each test result for each test quantity, unit price, sub-total per test, total per order Quantity, unit price, and extension of each item, less applicable discounts.

(F) Payment and Invoices: A summary invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets.

a. Original Invoice WITHOUT additional information or supporting documentation:

Finance Center

5722 Integrity Drive

Millington, TN 38054-5005

-and-

b. One Copy of the invoice WITH all required information including any necessary supporting documentation shall be emailed to the Contracting Officer's Representative (COR). The COR will review and agree to the completion of services before invoices are submitted for payment.

G. Pricing: The BPA Holder is required to offer a price for every item listed in the Price Schedule, except where the quantity requested is zero. This established price may include subcontracted sampling and testing to account for tests that the BPA Holder does not self-perform and/or is not validated to perform. No unit prices of $0.00 will be accepted, except when no quantities are requested. BPA Holders must have the capability to perform (or subcontract) for all items, per each agreement. Eligibility for a BPA Order will be based on the BPA Holder's ability to perform the full suite of tests as established by the Price Schedule per test provided by the BPA Holder. An estimated quantity of tests is provided in the Pricing Schedule for bidding purposes only. The amounts do not constitute a minimum quantity per line item as actual quantities will be established per BPA Order.

Pricelists shall be valid for the total duration of the agreement. The offeror shall propose an escalation rate at the time of establishment of the agreement, if desired. The escalation rate may only be applied if it was determined fair and reasonable during the establishment of the BPA. The Government will not consider offers that apply escalation rates more than annually.

H. Issuance of Calls: The Government intends to establish at least two BPAs per Region, and will rotate the issuance of BPA call orders for work within the perspective Region. Rotations will be determined by the Ordering Official or Contracting Officer. Rotations will be made to provide the Government with the lowest priced services available among BPA holders, while avoiding conflicts with quality control test for any given project.

I. Termination: The Government reserves the right to cancel this BPA at any time, and is bound only to the extent that the BPA Holder must be given 10 days written notification prior to exercising this right if ordered services are currently being performed.

*** END OF NARRATIVE ***

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Performance Requirements Summary (PRS)

The contractor requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. These requirements apply to any orders that may be issued.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1 (PWS 1.5a) Contractor shall provide QA services compliant with ASTM standards.	The contractor shall maintain AASHTO Certification.	100%	Prior to Issuance of Orders
PRS # 2 (PWS 1.5b) Contractor shall provide QA services compliant with the USACE Materials Testing Center (MTC).	The contractor shall maintain validation with USACE MTC.	100%	Random, Periodic, Prior to Issuance of Orders
PRS # 3 (PWS 1.5d) Contractor shall avoid conflicts of interest with the QC contractors.	Contractor shall inform COR if a conflict occurs.	100%	Random, Periodic, Prior to Issuance of Orders

PRS # 5 (PWS 1.5e) Contractor shall conduct services in a safe manner.	Contractor shall follow the requirements of EM 385-1-1.	100%	Random, Periodic

PERFORMANCE WORK STATEMENT

PART 1

General Information

1.1. GENERAL DESCRIPTION:

The Blanket Purchase Agreement (BPA) Holder(s) shall provide and/or procure all necessary and qualified personnel, facilities, equipment, transportation and materials required to provide Quality Assurance Laboratory and Field Testing Services to the U.S. Army Corps of Engineers, Sacramento District (USACE/Government). The BPA Holder(s) shall ensure that good business and management practices are followed in performing the ordered services, such that the Government receives the greatest value for the services provided.

1.2. TYPE OF SERVICES

This agreement covers requirements for BPA Holder(s) field and lab testing of soil/aggregate, cutoff wall material, riprap, concrete, asphalt, asphalt mixture, masonry, rock bolt and structural steel field testing in strict compliance to the test methods specified in the Price Schedule. Sampling and Testing will be performed within the Sacramento District, Army Corps of Engineers area of responsibility (AOR). The contractor shall provide and /or procure all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and non-personal services necessary to perform the field and laboratory test methods and to report as defined in this Performance Work Statement.

Some but not all of the testing ordered will require sampling; some samples will be provided by USACE Construction Contract Quality Control personnel as coordinated by the COR; others will be provided directly by these individuals. The majority of the testing will require sampling by the BPA Holder(s). Pricing shall include all required sampling and testing required of the specified test method except as specifically stated in the Price Schedule.

1.3. PRODUCTS:

The BPA Holder(s) shall sample and test construction materials in strict compliance with the referenced standard test method or other approved methods as allowed and report the results of the tests to USACE as required herein. See the Price Schedule for more information.

LOCATION OF SERVICES

The location of services will be within one or more the Sacramento District's areas of responsibility. The areas of responsibility noted above extend as follows (See Attachment 1 - Maps):

California "Bay Area" & Stockton-Modesto Region

Area bounded by the Coast on the west, Fairfield in the north, Stockton and Modesto in the east and Fremont in the south. Some of the project locations in this area are as follows: Travis Air Force Base (Fairfield), Military Ocean Terminal Concord (MOTCO), Alameda Department of Veterans Affairs facilities, Fremont Department of Veterans Affairs facilities, and Camp Parks (Livermore/Dublin).

Northern California Region

Area bounded by the California Bay Area Region in the west, Hamilton City and Black Butte Lake in the north, Marysville and Folsom in the east and Sacramento in the south. Some of the project locations in this area are as follows: Hamilton City Levee, Marysville Levee and Beale Air Force Base (east of Yuba City).

Central Coast and Southern Valley Region

Area bounded by the Coast and Monterey on the west, the California Bay Area Region and New Hogan Dam in the North, the Lake Isabella in the East and south and Bakersfield also in the south. Some of the Project locations in this area are as follows: Presidio of Monterey, Fort Hunter Liggett, Camp Roberts/Satellite Command (SATCOM) near San Miguel, New Hogan Dam, Knights Ferry Lake, Merced Stream Group area, Eastman Lake, Hensley Lake, Pine Flat Lake, Lake Kaweah, Lake Success and Isabella Lake.

Nevada Region

Area is located in and around the Reno Department of Veterans Affairs facilities and Sierra Army Depot in Herlong, CA.

Utah Region

Area is located in and around Salt Lake City, Dugway in the southwest and Camp William and Provo in the South, Ogden and Hill Air Force Base in the north and Utah Test and Training Range (UTTR) located north of Aragonite.

1.4. GENERAL REQUIREMENTS:

a) Laboratory AASHTO Certification: All laboratory sampling and testing shall be performed by a laboratory accredited by the American Association of State Highway and Transportation Officials (AASHTO) in accordance with American Society of Testing and Materials (ASTM) standards. The contractor shall follow the industry standard methods for each respective test listed in the pricing schedule. The contractor shall provide proof of AASHTO Accreditation in order to be determined Technically Acceptable.

b) Laboratory USACE Validation: The BPA Holder(s) shall be or become validated by the USACE, Materials Testing Center (MTC), for the required test methods called for in this BPA (with the exception of the Structural Steel field testing) and shall be responsible to maintain validation to remain eligible for award of a BPA Order. Costs to obtain and maintain validation are the responsibility of the BPA Holder(s) and are not a reimbursable expense under this agreement or resulting orders. Structural Steel field testing and inspection services are not currently

validated by the MTC; however, the BPA Holder'(s) personnel performing these tests shall have current International Code Council (ICC) certification. The BPA Holder(s) shall maintain these certifications and validations for the life of the agreement to remain eligible for award of a BPA Order. If the BPA Holder is not currently validated with USACE MTC, they shall acquire validation within 30 days of this agreement. Further information on USACE validation including Lab Validation Request Forms and the current list of USACE (MTC) Validated labs can be accessed by copying and pasting the following site into a web browser:

https://mtc.erdc.dren.mil/

c) Proximity: The BPA Holder shall identify the Regions that they can provide services for.

d) Conflict of Interest: The BPA Holder shall not be the Construction Project Contractor's Quality Control Testing Laboratory for the same project performing the same set of tests. The BPA Holder is required to promptly notify the Contracting Officer's Representative (COR) if a conflict of interest exists for a specific BPA Order.

e) Safety Requirements: The BPA Holder shall comply the safety requirements stated in Corps of Engineers EM 385-1-1, which can be accessed by copying and pasting the following site into a web browser:

http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx

f) Hours of Operation: The contractor is responsible for conducting business on the dates ordered Monday through Friday; however, field and lab testing may require the Contractor to work on the weekend and on Federal Holidays.

g) Quantity Tracking: BPA Orders will include quantities of testing needed. The contractor shall only be paid for work directed and performed not to exceed the limit as established in the BPA Order or as agreed to by the COR. At no time shall the contractor exceed the ordered quantity on any Line Item. The contractor shall establish a tracking system of actual quantities against the BPA Order for each Line Items and shall maintain the tracking system up to date throughout the life of the contract. When the actual quantity of any Line Item reaches 75% of the BPA capacity in dollars, the contractor shall notify the Government's Contracting Officer and the COR in writing within two (2) calendar days.

h) Procedures: The BPA Holder shall follow the procedures provided in each of the respective test methods listed in the Price Schedule. Testing shall include all sampling and testing required by the test method called for except as specifically noted in the Price Schedule test description.

i) Sampling: In most cases (as previously stated), the Government will not provide samples directly to the lab; the laboratory will perform its own sampling

j) Test Reports: Test reports shall be completed according to the applicable industry standard test method reporting requirements except when specified otherwise.

k) Implementation/Execution of Work: All testing shall begin without delay as soon as possible after sampling. The Government will provide the BPA Holder with at least 48 hours of notice when ordering sampling and testing services for scheduling purposes except as discussed and agreed to by the BPA Holder per service request. Completed test reports shall be provided to the COR within 24 hours of completion of the tests.

l) Security:

General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health

Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

Training requirements for the protection of sensitive information: All contract personnel with access to critical information (as identified in the RA's OPSEC Program) shall complete initial and annual refresher OPSEC Level I Awareness training, which is available at the following websites: https://www.iad.gov/ioss/, or http://www.cdse.edu /catalog/operations-security.html (websites subject to change). All contract personnel with access to Controlled Unclassified Information (CUI) shall complete initial and annual refresher CUI training in accordance with applicable Army policy.

Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (https://www.e-verify.gov/) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

Site Access. Details for site access will be provided with the BPA Order along with contact information for those to coordinate with for this access. At a minimum, lab and/or field sampling/testing personnel are required to check in with the appropriate on-site Government Corps Representative every time they arrive on site. The Lab

Representative shall also make contact with one of the above Corps representatives before leaving the site. At the time of leaving the site, the Lab Representative shall provide a report outlining the tests performed or samples taken as well as document Lab Representative's departure time from the site as well as any specifically directed standby time.

Location of Services: Based on military installations, a security clearance will be required to access some areas listed in Section 1.4, Location of Services, above. Specific installation standards should be coordinated in advance with the respective Anti- terrorism/security officer.

m) Unit Prices: The unit prices per test shall include all efforts needed to produce the lab test report (including review). The BPA Holder's pricing shall include with each test item all costs associated with performing the tests including all vehicle costs, incidental lab equipment (such as slump cones, density meters, etc.) and any sampling required to perform a test (i.e. ASTM C172 for ASTM C31, ASTM D75, ASTM D140, ASTM D979, ASTM D5361, etc.). Incidental testing required by a test method such as ASTM C143 (Slump), ASTM C173 /C231 (Air Content) and ASTM 1064 (Temperature) to perform ASTM C31 (Making and Curing Concrete Test Specimens in the Field) shall be included in the BPA Holder's pricing to perform the test. Unless stated otherwise,

optional tests called for in a test will NOT be required. The BPA Holder's pricing shall include all direct costs as well as indirect costs such as overhead, profit, bond, and workers compensation insurance. It should be noted that stand-by time will be paid only when specifically directed by the Government to compensate unanticipated delays that are outside the control of the BPA Holder. Therefore, it should also be noted that unit-cost of each test item shall not include any travel or stand-by time; these items are accounted for separately.

n) Submission of Reports: Test Reports shall be provided as noted herein as arranged by the authorized caller and one PDF copy shall be sent to the COR.

o) Sub-Contracting: is acceptable provided that the following requirements are met:

a. The sub-contracted sampling/testing must be performed by a laboratory meeting the same requirements of the BPA Holder as stated earlier,

b. Sampling and testing are performed consistent with the requirements of this agreement,

c. Use of a subcontractor be approved by the Contracting Officer in writing prior to use and that the BPA Holder performs at least 51% of total dollar amount of the sampling/testing work requested per invoice or otherwise approved COR Invoices shall include an accounting of test performed by a subcontractor and shall show the total percentage of the work performed in the invoice that was performed by a subcontractor. Invoices including subcontracted services shall not exceed this limitation per invoice. Proof that validation is active must be provided to the Government, in order to determine acceptable use of the recommended subcontractor.

d. Sub-contracting and related costs are the responsibility of the laboratory (BPA Holder) under this agreement.

1.5. FIRM-FIXED PRICE:

Orders placed under this BPA will be Firm-Fixed Price (FFP). Price Schedules shall include all costs associated with performance of the required service, to include all labor, materials, travel, per diem, and any other direct, indirect or incidental costs necessary for performance of the ordered services. Unless the call is modified in

writing (e.g. there is a change in the scope of services ordered), the obligated amount will not be adjusted. The cost breakdown furnished with the price quotation is for information purposes only, so that the Government may verify that the lump sum price being quoted conforms with the agreed to rate established on the BPA.

1.6. SECURITY REQUIREMENTS:

Contractor personnel performing work under this contract may have to attend meetings and/or acquire badges to access a project location. Specifics for these arrangements will be coordinated with the ordering office's personnel. The Contractor may submit for payment as standby time for

attending meetings (i.e. site-specific safety meetings, meeting to discuss results, meeting to discuss results that differ from the Quality Control Contractor's lab) if and when required as shown in the Price Schedule. Time shall be submitted per hour in increments of per 0.25HRS.

1.7. POST AWARD CONFERENCE/PERIODIC PROGRESS MEETINGS:

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government and shall be held annually if required.

1.8. CONTRACTING OFFICER REPRESENTATIVE (COR):

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of any resulting orders.

1.9. AUTHORITIES/TECHINCAL DIRECTION:

The Contractor shall take no direction from any Government employee or any other person other than the Government Contracting Officer that changes the terms and conditions of this contract action, the scope, or any change that impacts the cost, price or schedule.

Changes authorized by the Contracting Officer will be in the form of a written, official, signed modification to the contract action received by the Contractor before the Contractor will act upon those changes. The Contractor will comply with the Changes clause of this contract when the contractor believes direction has been given from persons other than the Government Contracting Officer that equate to a change by notifying the Contractor

Officer as directed by the clause. Any direction given by any Government employee or any other person outside their authority must be reported to the Contracting Officer. If appointed, Contracting Officer Representatives (CORs) are limited to the authorities stated in the COR appointment letters. If a COR is appointed under this contract, they will be appointed by written letter from the Contracting Officer to the Contractor and COR specific to this contract only. COR appointment letters from previous contracts are not valid for this contract.

1.10. IDENTIFICATION OF CONTRACT EMPLOYEES:

All contractor personnel attending meetings and working in situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel will only be required to obtain and wear a badge when this is required for site access.

Coordination for badging and access will be made with the requesting office's personnel.

1.11. TRAVEL TIME

Travel time will be paid at a Firm-Fixed-Price basis per BPA order. Travel Time shall not exceed the number of hours ordered or "not to exceed" limit of hours as agreed to by the COR or contracting officer.

1.12. STANDBY/OTHER TIME

Standby/Other time will be paid for per hour specifically directed stand-by time or specifically direct testing and other field activities such as attending field meetings. Unit-cost of each test item shall NOT include any travel time, non-directed stand-by time or time performing testing/sampling required. Time shall be submitted per hour in increments of per 0.25HRS.

1.13. OTHER COSTS

There will be no other costs paid for under this BPA's resulting Orders, except those which are noted herein and /or shown on the Price Schedule.

*** END OF NARRATIVE ***

Continuation of Description

Requirements

Sacramento District Master BPA QA Lab Testing

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03		
52.222-36	Equal Opportunity for Workers with Disabilities. (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)	
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

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

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

(a) Definitions. As used in this clause-

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

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

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

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30

days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

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

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

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

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

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

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

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

(f) If the Contractor represented that it was other than a small business concern prior to award

of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

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

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

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

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

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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.

____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	____
Issue By DoDAAC	____
Admin DoDAAC	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) WAWF point of contact.

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

____

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.240-91	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		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.243-7001	Pricing of Contract Modifications.	1991-12		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.252-2	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/

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11		

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Attachment	Description	Pages
1	Area of Responsibility	1
2	Price Schedule	25

*** END OF NARRATIVE ***

Solicitation Provisions

FAR Provisions Incorporated by Reference

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

DFARS Provisions Incorporated by Reference

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

252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

DFARS Provisions Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

INSTRUCTIONS TO OFFERORS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Offerors submitting a quote in response to a solicitation are responsible for adhering to all instructions and terms and conditions included in the solicitation. Failure to do so may result in quotes being deemed non-responsive.

Information:

1. This is a Request for Quotations (RFQ) in accordance with Revolutionary FAR Overhaul (RFO) Part 12.

2. The Government will perform an evaluation of the quotes against the evaluation factors to select the contractor that is best suited and provides the best value to the government.

3. Evaluation factors will be technical and price. Failure to provide sufficient documentation for Government evaluation for these factors with quote submission shall result in a quote being deemed non-responsive.

4. All responsible sources may submit a quote, which if timely received, must be considered by the Agency.

Questions Regarding Solicitation:

1. Questions regarding the solicitation shall be directed to the Contract Specialist and the Contracting Officer:

a. Contract Specialist: email: Julie.Maxwell@usace.army.mil

b. Contracting Officer: email: Amber.L.Scyoc@usace.army.mil

QUOTE SUBMISSION:

1. Quotes shall be submitted via email to the Contract Specialist listed above not later than the closing date and time identified in the solicitation or subsequent amendments.

2. The Government is under no obligation to consider any quote received after the solicitation closing date or time.

3. Interested vendors shall submit signed copies of all amendments (SF30) with their quotes. Failure to do so will result in quotes being deemed non-responsive and removed from consideration.

PRICE SCHEDULE:

1. The price schedule is included in the Solicitation. The BPA Holder is required to offer a price for every item listed in the Price Schedule, except where the quantity requested is zero. This established price may include subcontracted sampling and testing to account for tests that the BPA Holder does not self-perform and/or is not validated to perform. No unit prices of $0.00 will be accepted, except when no quantities are requested. BPA Holders must have the capability to perform (or subcontract) for all items, per each agreement. Eligibility for a BPA Order will be based on the BPA Holder's ability to perform the full suite of tests as established by the Price Schedule per test provided by the BPA Holder. An estimated quantity of tests is provided in the Pricing Schedule for bidding purposes only. The amounts do not constitute a minimum quantity per line item as actual quantities will be established per BPA Order.

Pricelists shall be valid for the total duration of the agreement. The offeror shall propose an escalation rate at the time of establishment of the agreement, if desired. The escalation rate may only be applied if it was determined fair and reasonable during the establishment of the BPA. The Government will not consider offers that apply escalation rates more than annually.

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATIONS:

1. In accordance with FAR Clauses: 52.204-7 and 52.204-13

a. Vendors are REQUIRED to be registered in SAM when submitting a quotation and shall continue to be registered until time of award, during performance, and through final payment.

b. "Registered" in SAM means that the Government has marked the record "Active."

2. The Government will deem quotes non-responsive from vendors that do not have an active SAM at the time of quote submission or by date/time of solicitation closing.

3. Provide Unique Entity Identifier (UEI):

4. Provide CAGE code:

*** 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 Government intends to establish at least two agreements per Region. Only the lowest priced technically acceptable offerors will be established. In order for the offeror's price to be considered, the offeror must first meet the Technical Standards. Offers will be evaluated in accordance with the Revolutionary Far Overhaul (RFO) Part 12.203, utilizing the following evaluation factors:

1. Technical Acceptability Standards: In order to be determined Technically Acceptable, the offeror must provide proof of AASHTO Accreditation in accordance with ASTM standards with their offer. This is the technical standard to establish a BPA. See PWS section 1.4 General Requirements and the Performance Requirements Summary, which outline further requirements that must be met prior to award of an order.

2. Price: The pricing arrangement will be firm-fixed price. The Government will evaluate offers for establishment purposes by totaling the unit price for all items listed in the Price Schedule (Total Evaluated Price). The offeror shall include pricing for all items (all tasks, all years) except where no quantities are requested. An Offeror may provide pricing for one or more Regions. Not all Regions have to be priced. Offerors are encouraged to provide maximum discounts.

(b) *Options: N/A*

(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 agreement 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.

(d) The Government intends to evaluate quotes and award without discussions. Therefore, each quote should contain the Offeror's best price while meeting the Technical Acceptability Standard. The Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

(End of provision)

Addendum to Evaluation - Commercial Product and Commercial Services

GENERAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS, EVALUATIONS, AND CONTRACT AWARD

Evaluation - Commercial Products and Commercial Services Revolutionary Federal Acquisition Regulation (RFO) Part 12

The Government intends to award a Blanket Purchase Agreement (BPA) resulting from this solicitation, with a target of establishing at least two (2) agreements per Region. Awards will be made to the responsible offerors whose conforming proposals represent the Lowest Price Technically Acceptable (LPTA) to the Government.

Under the LPTA source selection process, offers will first be evaluated against the minimum technical standards. An offeror's price will only be considered for award if their technical proposal is rated as "Acceptable". All conforming offers will be evaluated in accordance with RFO Part 12.203.

PART I: SUBMISSION INSTRUCTIONS

To ensure the Government can evaluate quotes efficiently, Offerors shall submit their quotes in two distinct sections/volumes:

Volume I: Technical - The offeror must provide verifiable proof of AASHTO Accreditation in accordance with ASTM standards.

Volume II: Price - The offeror shall complete the Price Schedule for all items, except where no quantities are requested. An Offeror may provide pricing for one or more Regions. Not all regions have to be priced. Offerors are encouraged to provide maximum discounts.

PART II: EVALUATION FACTORS

Factor 1 - Technical Acceptability Standard

In order to be determined Technically Acceptable, the offeror must provide proof AASHTO Accreditation in accordance with ASTM standards. This is the minimum technical standard to establish a BPA. See PWS Section 1.4 General Requirements and the Performance Requirements Summary for further requirements that must be met prior to the award of individual orders.

The Government will evaluate Factor 1 on an "Acceptable" or "Unacceptable" basis using the following ratings:

Rating	Description

Acceptable	Proposal clearly meets the minimum requirements of the solicitation (AASHTO Accreditation provided).
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

Factor 2 - Price

The pricing arrangement will be firm-fixed price. The Government will evaluate offers for establishment purposes by totaling the unit price for all items listed in the Price Schedule to establish a Total Evaluated Price (TEP).

PART III: EVALUATION PROCESS

Step 1 - Responsiveness Check - Quotes will be evaluated for responsiveness to the solicitation requirements. Quotes found non-responsive (e.g., missing documents, incomplete pricing) will be rejected and removed from further consideration.

Step 2 - Technical Evaluation - Responsive quotes will be evaluated against the minimum technical standards (Factor 1). An offeror's price will only be evaluated and considered for award if their technical proposal is rated as "Acceptable".

Step 3 - Price Evaluation and Award - The Technical Acceptable offerors will be ranked by Price (Factor 2). The Offerors with the lowest Total Evaluated Price (Lowest Price Technically Acceptable) will be considered for award to meet the target of at least two (2) BPAs per Region.

*** END OF NARRATIVE ***

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		

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/

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)