# 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 |
|---|---|
| | 89 |

| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | W912D026RA008 | |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER *(No collect calls)* | 8. OFFER DUE DATE/ LOCAL TIME |
|---|---|---|---|
| | RICHARD SMITH | (907) 353-2460 | 13 Aug 2026 01:00 PM |

9. ISSUED BY — CODE W912D0

0413 AQ HQ RCO-AK WAINWRIG
1064 APPLE STREET, PO BOX 35510
FORT WAINWRIGHT, AK 99703-0510
UNITED STATES
RICHARD SMITH, EMAIL: RICHARD.F.SMITH3.CIV@ARMY.MIL TELEPHONE: (907) 353-2460

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): 562991

SIZE STANDARD: USD 9,000,000.00

| 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

18a. PAYMENT WILL BE MADE BY — CODE

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

☐ 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<br>*(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 |
| | | | |

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

**STANDARD FORM 1449 (REV. 11/2021)**
Prescribed by GSA - FAR (48 CFR) 53.212

Created On:
18 Jun 2026, 12:21 PM Central Daylight Time

## Solicitation/Contract Form Continuation

Instrument Name: Cold Weather Pumping and Thawing of Latrines

Product Service Code : W085

## Continuation of Supplies or Services and Prices/Costs

**Additional Information/Notes**

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Pumping of Latrine Waste (Parent - Informational Only) Estimated Annual Quantity: 41,700 Gallons. (Base Year) | | | | |
| Option Line Item 0001AA | Pumping of Latrine Waste (FWW/YTA): Routine scheduled and on-demand pumping of permanent and temporary vaulted latrines across Fort Wainwright main post and Yukon Training Area.<br>Product Service Code: S222<br>North American Industry Classification System (NAICS): 562991<br>Pricing Arrangement: Firm Fixed Price | 41,700 | Gallon | | |
| 0002 | Thawing of Frozen Latrines / Pipes (Parent - Informational Only) Estimated Annual Quantity: 168 Hours. (Base Year) | | | | |
| 0002AA | Minor Thaw Event: Thawing of frozen valves, hoses, or surface ice, typically requiring less than 4 hours of on-site labor.<br>Product Service Code: S222<br>North American Industry Classification System (NAICS): 562991<br>Pricing Arrangement: Firm Fixed Price | 44 | Each | | |
| 0002AB | Major Vault Thaw Event: Deep-steam injection to thaw a solid frozen holding tank, typically requiring 4 or more hours of on-site labor.<br>Product Service Code: S222 | 10 | Each | | |

| | | | | | |
|---|---|---|---|---|---|
| | North American Industry Classification System (NAICS): 562991<br>Pricing Arrangement: Firm Fixed Price | | | | |
| 0003 | Emergency Mobilization (Parent - Informational Only) Estimated Annual Quantity: 10 Events. (Base Year) | | | | |
| 0003AA | Standard Emergency Mobilization: Response within 4 hours to Fort Wainwright cantonment or YTA.<br>Product Service Code: S222<br>North American Industry Classification System (NAICS): 562991<br>Pricing Arrangement: Firm Fixed Price | 7 | Each | | |
| 1001 | Pumping of Latrine Waste (Parent - Informational Only) Estimated Annual Quantity: 41,700 Gallons. (Option Year 1) | | | | |
| 1001AA | Pumping of Latrine Waste (FWW/YTA): Routine scheduled and on-demand pumping of permanent and temporary vaulted latrines across Fort Wainwright main post and Yukon Training Area.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 41,700 | Gallon | | |
| 1002 | Thawing of Frozen Latrines / Pipes (Parent - Informational Only) Estimated Annual Quantity: 168 Hours. (Option Year 1) | | | | |
| 1002AA | Minor Thaw Event: Thawing of frozen valves, hoses, or surface ice, typically requiring less than 4 hours of on-site labor.<br>Product Service Code: S222 | 44 | Each | | |

| | | | | | |
|---|---|---|---|---|---|
| | Pricing Arrangement: Firm Fixed Price | | | | |
| 1002AB | Major Vault Thaw Event: Deep-steam injection to thaw a solid frozen holding tank, typically requiring 4 or more hours of on-site labor.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | | |
| 1003 | Emergency / Short-Notice Mobilization (Parent - Informational Only) Estimated Annual Quantity: 10 Events. Estimated Annual Quantity: 168 Hours | | | | |
| 1003AA | Standard Emergency Mobilization: Response within 4 hours to Fort Wainwright cantonment or YTA.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 7 | Each | | |
| 2001 | Pumping of Latrine Waste (Parent - Informational Only) Estimated Annual Quantity: 41,700 Gallons. (Option Year 2) | | | | |
| 2001AA | Pumping of Latrine Waste (FWW/YTA): Routine scheduled and on-demand pumping of permanent and temporary vaulted latrines across Fort Wainwright main post and Yukon Training Area.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 41,700 | Gallon | | |
| 2002 | Thawing of Frozen Latrines / Pipes (Parent - Informational Only) Estimated Annual Quantity: 168 Hours. (Option Year 2) | | | | |
| 2002AA | | 44 | Each | | |

| | | | | | |
|---|---|---|---|---|---|
| | Minor Thaw Event: Thawing of frozen valves, hoses, or surface ice, typically requiring less than 4 hours of on-site labor.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | | | | |
| 2002AB | Major Vault Thaw Event: Deep-steam injection to thaw a solid frozen holding tank, typically requiring 4 or more hours of on-site labor.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | | |
| 2003 | Emergency / Short-Notice Mobilization (Parent - Informational Only) Estimated Annual Quantity: 10 Events. (Option Year 2) | | | | |
| 2003AA | Standard Emergency Mobilization: Response within 4 hours to Fort Wainwright cantonment or YTA.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 7 | Each | | |
| 3001 | Pumping of Latrine Waste (Parent - Informational Only) Estimated Annual Quantity: 41,700 Gallons. (Option Year 3) | | | | |
| 3001AA | Pumping of Latrine Waste (FWW/YTA): Routine scheduled and on-demand pumping of permanent and temporary vaulted latrines across Fort Wainwright main post and Yukon Training Area.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 41,700 | Gallon | | |
| 3002 | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | Thawing of Frozen Latrines / Pipes (Parent - Informational Only) Estimated Annual Quantity: 168 Hours. (Option Year 3) | | | | |
| 3002AA | Minor Thaw Event: Thawing of frozen valves, hoses, or surface ice, typically requiring less than 4 hours of on-site labor.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 44 | Each | | |
| 3002AB | Major Vault Thaw Event: Deep-steam injection to thaw a solid frozen holding tank, typically requiring 4 or more hours of on-site labor.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | | |
| 3003 | Emergency / Short-Notice Mobilization (Parent - Informational Only) Estimated Annual Quantity: 10 Events. (Option Year 3) | | | | |
| 3003AA | Standard Emergency Mobilization: Response within 4 hours to Fort Wainwright cantonment or YTA.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 7 | Each | | |
| 4001 | Pumping of Latrine Waste (Parent - Informational Only) Estimated Annual Quantity: 41,700 Gallons. (Option Year 4) | | | | |
| 4001AA | Pumping of Latrine Waste (FWW/YTA): Routine scheduled and on-demand | 41,700 | Gallon | | |

| | | | | | |
|---|---|---|---|---|---|
| | pumping of permanent and temporary vaulted latrines across Fort Wainwright main post and Yukon Training Area.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | | | | |
| 4002 | Thawing of Frozen Latrines / Pipes (Parent - Informational Only) Estimated Annual Quantity: 168 Hours. (Option Year 4) | | | | |
| 4002AA | Minor Thaw Event: Thawing of frozen valves, hoses, or surface ice, typically requiring less than 4 hours of on-site labor.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 44 | Each | | |
| 4002AB | Major Vault Thaw Event: Deep-steam injection to thaw a solid frozen holding tank, typically requiring 4 or more hours of on-site labor.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | | |
| 4003 | Emergency / Short-Notice Mobilization (Parent - Informational Only) Estimated Annual Quantity: 10 Events. (Option Year 4) | | | | |
| 4003AA | Standard Emergency Mobilization: Response within 4 hours to Fort Wainwright cantonment or YTA.<br>Product Service Code: S222<br>Pricing Arrangement: Firm Fixed Price | 7 | Each | | |

## Continuation of Description

### Requirements

413th Contracting Support Brigade (CSB), Regional Contracting Office - Alaska (RCO-AK) proposes to establish a single-award Requirement contract to provide Cold Weather Pumping and Thawing of Latrines for the 11th Airborne Division at Fort Wainwright, Alaska. The proposed contract will have a one-year base period and four one-year option periods.

## Continuation of Deliveries or Performance

| | |
|---|---|
| Option Line Item 0001AA | **Quantity** 41,700 Gallon<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2026<br>To<br>30 Sep 2027 |
| 0002AA | **Quantity** 44 Each<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2026<br>To<br>30 Sep 2027 |
| 0002AB | **Quantity** 10 Each<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2026<br>To<br>30 Sep 2027 |
| 0003AA | **Quantity** 7 Each |

| | |
|---|---|
| | **Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2026<br>To<br>30 Sep 2027 |
| 1001AA | **Quantity** 41,700 Gallon<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2027<br>To<br>30 Sep 2028 |
| 1002AA | **Quantity** 44 Each<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2027<br>To<br>30 Sep 2028 |
| 1002AB | **Quantity** 10 Each<br><br>**Address and POC** |

| | |
|---|---|
| | **Period of Performance**<br>From<br>01 Oct 2027<br>To<br>30 Sep 2028 |
| 1003AA | **Quantity** 7 Each<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2027<br>To<br>30 Sep 2028 |
| 2001AA | **Quantity** 41,700 Gallon<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2028<br>To<br>30 Sep 2029 |
| 2002AA | **Quantity** 44 Each<br><br>**Address and POC** |

| | |
|---|---|
| | **Period of Performance**<br>From<br>01 Oct 2028<br>To<br>30 Sep 2029 |
| 2002AB | **Quantity** 10 Each<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2028<br>To<br>30 Sep 2029 |
| 2003AA | **Quantity** 7 Each<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2028<br>To<br>30 Sep 2029 |
| 3001AA | **Quantity** 41,700 Gallon<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2029 |

| | |
|---|---|
| | To<br>30 Sep 2030 |
| 3002AA | **Quantity** 44 Each<br><br>**Address and POC**<br><br><br><br>**Period of Performance**<br>From<br>01 Oct 2029<br>To<br>30 Sep 2030 |
| 3002AB | **Quantity** 10 Each<br><br>**Address and POC**<br><br><br><br>**Period of Performance**<br>From<br>01 Oct 2029<br>To<br>30 Sep 2030 |
| 3003AA | **Quantity** 7 Each<br><br>**Address and POC**<br><br><br><br>**Period of Performance**<br>From<br>01 Oct 2029<br>To<br>30 Sep 2030 |
| | |

| | |
|---|---|
| 4001AA | **Quantity** 41,700 Gallon<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2030<br>To<br>30 Sep 2031 |
| 4002AA | **Quantity** 44 Each<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2030<br>To<br>30 Sep 2031 |
| 4002AB | **Quantity** 10 Each<br><br>**Address and POC**<br><br>**Period of Performance**<br>From<br>01 Oct 2030<br>To<br>30 Sep 2031 |
| 4003AA | **Quantity** 7 Each<br><br>**Address and POC** |

| | |
|---|---|
| | **Period of Performance**<br>From<br>01 Oct 2030<br>To<br>30 Sep 2031 |

## 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 | | |
| 52.222-41 | Service Contract Labor Standards. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | 2026-02 | | |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038) | 2026-02 | | |
| 52.226-8 | 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 | | |
| 252.204-7012 | 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 |

**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.

Invoice 2in1

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

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

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

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

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

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

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

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---|---|
| Pay Official DoDAAC | HQ0490 |
| Issue By DoDAAC | W912D0 |
| Admin DoDAAC | W912D0 |
| Inspect By DoDAAC | WC1JUJ |
| Ship To Code | _____ |
| Ship From Code | _____ |

Mark For Code _____
Service Approver (DoDAAC) WC1JUJ
Service Acceptor (DoDAAC) WC1JUJ
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.

Justin Smith, justin.t.smith171.civ@army.mil 907-361-4513

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

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

(End of clause)

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

## ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

The following paragraphs are added to and incorporated into FAR 52.212-4. In the event of a conflict between the basic clause and this addendum, the terms of this addendum shall take precedence.

**(u) Order of Precedence.** In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:
(1) The Schedule of Supplies/Services (Section B).
(2) This Addendum to FAR 52.212-4.
(3) The basic FAR 52.212-4, Contract Terms and Conditions--Commercial Products and Commercial Services.
(4) The Performance Work Statement (PWS) (Attachment 1).
(5) Other attachments and documents incorporated by reference.

**(v) Contractor Personnel.** (1) Conduct and Appearance. Contractor personnel shall present a professional appearance and their conduct shall not reflect discredit upon the United States Army. The Contractor shall ensure all personnel comply with all applicable Fort Wainwright installation policies regarding safety, security, and conduct. The Contracting Officer or designated COR may require the Contractor to remove from the job site any employee for reasons of misconduct, security, or demonstrated incompetence.
(2) Identification. All Contractor personnel and vehicles shall be clearly identifiable as contractor. Personnel shall wear distinctive clothing or badges, and vehicles shall be marked with the company's name on both sides, in accordance with the PWS.
(3) Security and Training. All contractor employees requiring access to Fort Wainwright shall complete all mandatory security training, including Antiterrorism (AT) Level 1, iWATCH, and OPSEC Awareness Training, as specified in the PWS, within 30 days of contract award. The Contractor is responsible for tracking and providing proof of completion to the COR.

**(w) Inspection and Acceptance.** (1) The Contracting Officer's Representative (COR) is responsible for inspection and acceptance of all services. The COR has no authority to make any changes to the terms, conditions, or pricing of the contract.
(2) Inspection and acceptance will be performed in accordance with the Performance Requirements Summary (PRS) and the Quality Assurance Surveillance Plan (QASP)

referenced in the PWS. Services that do not meet the acceptable quality levels may be rejected, and the Contractor shall be required to re-perform the service at no additional cost to the Government.

**(x) Invoicing.** (1) All invoices shall be submitted electronically through the Wide Area WorkFlow (WAWF) system in accordance with DFARS 252.232-7006. Invoices shall be submitted per task order.
(2) Invoices for pumping services under CLIN 0001AA shall be based on the number of gallons pumped, as verified by meter readings or other method approved by the COR.
(3) Invoices for thawing services under CLIN 0002AA and 0002AB shall be based on the number of 'Minor' or 'Major' thaw events completed and documented in the COR's report.
(4) Invoices for emergency mobilization under CLIN 0003AA shall be submitted per event upon successful completion of the mobilization.

**(y) Site Conditions and Safety.** The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, and access to sites; (2) the character of equipment and facilities needed; and (3) all other matters which can affect the work under this contract. The Contractor shall comply with all applicable federal, state, local, and Army safety regulations, including the Occupational Safety and Health Act (OSHA).

**(z) Post-Award Conference.** A post-award conference will be held within ten (10) business days after contract award. The purpose is to discuss technical and contracting requirements, invoicing procedures, and to establish points of contact and lines of communication.

(End of Addendum)

*** END OF NARRATIVE ***

# Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

**FAR Clauses Incorporated by Full Text**

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.212-5 | Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004) | 2025-03 | Deviation 2025-O0004 | 2025-03 |

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

[ ] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

[ ] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[ ] (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

[ ] (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

[ ] (6) [Reserved].

[ ] (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[ ] (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[ ] (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

[ ] (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

[ ] (11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

[ ] (ii) Alternate I (Dec 2023) of 52.204-30.

[ ] (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

[ ] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

[ ] (14) [Reserved].

[ ] (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

[ ] (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S. C. 657a).

[ ] (17) [Reserved]

[X] (18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (Mar 2020) of 52.219-6.

[ ] (19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (Mar 2020) of 52.219-7.

[ ] (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

[ ] (21)

(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

[ ] (ii) Alternate I (Nov 2016) of 52.219-9.

[ ] (iii) Alternate II (Nov 2016) of 52.219-9.

[ ] (iv) Alternate III (Jun 2020) of 52.219-9.

[ ] (v) Alternate IV (Jan 2025) of 52.219-9.

[ ] (22)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

[ ] (ii) Alternate I (Mar 2020) of 52.219-13.

[ ] (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

[ ] (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

[X] (26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

[ ] (ii) Alternate I (Mar 2020) of 52.219-28.

[ ] (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

[ ] (28) 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 (Oct 2022) (15 U.S.C. 637(m)).

[ ] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S. C. 644(r)).

[ ] (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

[X] (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

[X] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

[ ] (33) [Reserved]

[ ] (34) [Reserved]

[ ] (35)

(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

[ ] (ii) Alternate I (Jul 2014) of 52.222-35.

[X] (36)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

[ ] (ii) Alternate I (Jul 2014) of 52.222-36.

[ ] (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

[ ] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

[X] (39)

(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[X] (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989).

(Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

[ ] (41)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

[ ] (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

[ ] (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

[ ] (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

[ ] (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

[ ] (47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

[ ] (ii) Alternate I (Jan 2017) of 52.224-3.

[ ] (48)

(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

[ ] (ii) Alternate I (Oct 2022) of 52.225-1.

[ ] (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[ ] (ii) Alternate I [Reserved].

[ ] (iii) Alternate II (Jan 2025) of 52.225-3.

[ ] (iv) Alternate III (Feb 2024) of 52.225-3.

[ ] (v) Alternate IV (Oct 2022) of 52.225-3.

[ ] (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

[ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[ ] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[ ] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

[ ] (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

[ ] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[ ] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

[ ] (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[ ] (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

[ ] (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[ ] (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

[ ] (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)

(13)).

[ ] (65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U. S.C. 55305 and 10 U.S.C. 2631).

[ ] (ii) Alternate I (Apr 2003) of 52.247-64.

[ ] (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

[X] (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).

[ ] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

[ ] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

[X] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

[X] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

[ ] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U. S.C. 1792).

[ ] (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U. S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of

52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(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 | | |
| 52.223-23 | Sustainable Products. (Deviation 2026-O0038) | 2026-02 | | |
| 52.232-90 | Fast Payment Procedure. (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 | | |

**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 1 Oct 2026 through 30 Sept 2031[insert dates].

(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)

| | | |
|---|---|---|
| 52.216-21 | Requirements. (Deviation 2026-O0038) | 2026-02 |

Requirements (Feb 2026) (Deviation 2026-O0038)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order 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 30 Sept 2031[insert date].

| | | |
|---|---|---|
| 52.217-8 | Option to Extend Services. | 1999-11 |

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days[insert the period of time within which the Contracting Officer may exercise the option].

(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 30 days[insert the period of time within which the Contracting Officer may exercise the

option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days[60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

## List of Contract Documents, Exhibits, or Attachments

### FAR 52.212-4 Contract Terms and Conditions--Commercial Products and Commercial Services (Nov 2023)

**(a) Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--
1. Within a reasonable time after the defect was discovered or should have been discovered; and
2. Before any substantial change occurs in the condition of the item, unless the change is due to the inherent defect in the item.

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

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

**(d) Disputes.** This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

**(e) Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

**(f) Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**(g) Invoice.** 1. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;
(ii) Invoice date and invoice number;
(iii) Contract number, line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.

2. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

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

**(i) Payment.** 1. Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
2. Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
3. Electronic Funds Transfer (EFT). Payment shall be made by EFT unless other means are specified in this contract.

4. Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
5. Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment; and
(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

**(j) Risk of loss.** Unless the contract specifically provides otherwise, risk of loss of or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--
1. Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
2. Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

**(m) Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not

accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

**(o) Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for the use for which they are intended.

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

**(q) Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**(r) Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to contracts by members of Congress; 41 U.S. C. chapter 67, Service Contract Labor Standards; 10 U.S.C. 4655 relating to requirement for screening business entities for military service; 41 U.S.C. chapter 81, Drug-Free Workplace; 31 U.S.C. 3801-3812 relating to administrative remedies for false claims and statements; and 31 U. S.C. 3729-3733 relating to false claims.

**(s) Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order--
1. The schedule of provisions/clauses;
2. Description/specifications/work statement;
3. Section I - Contract Clauses;
4. Other Addenda;
5. Solicitation provisions if this is a solicitation;

6. Other attachments; and
7. The performance work statement.

**(t) [Reserved]**

(End of Clause)

*This procurement action does not align with an 8(a) set-aside; therefore, an 8(a) Sole Source MFR is not required*

**List of Attachments:**

Attachment 1 Performance Work Statement (PWS) - Cold Weather Pumping and Thawing of Latrines (2026)

ATTACHMENT 2 PAST PERFORMANCE QUESTIONNAIRE (PPQ)

Attachment 3 Representative List of Service Locations Pumping-Thawing Updated

Attachment 4 SCA Wage Determination No. 2015-5683 Rev. No. 27 (14May2026)

*** END OF NARRATIVE ***

| Identifier | Document Name | Document Description | Reference Identifier | Date | Line Item | Page Numbers | Document Type | Provided Under Separate Cover |
|---|---|---|---|---|---|---|---|---|
| 0001 | Attachment 1 Perform ance Work | Performance Work Statement | | 17 Jun 2026 | | 3 | Attachment | No |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Statement (PWS) - Co ld Weather Pumping a nd Thawing of Latrin es (2026) | | | | | | | |
| 0002 | ATTACHMENT 2 PAST PE RFORMANCE QUESTIONNA IRE (PPQ) | ATTACHMENT 2 PAST PERFORMANCE QUESTIONNAIR E (PPQ) | | 17 Jun 2026 | | 2 | Attachment | No |
| 0003 | Attachment 3 Represe ntative Li st of Serv ice Locati ons Pumpi ng-Thawing Updated | Attachment 3 Representative List of Service Locations Pumping-Thawing Updated | | 17 Jun 2026 | | 1 | Attachment | No |
| 0004 | Attachment 4 SCA Wag e Determin ation No. 2015-5683 Rev. No. 2 7 (14May20 26) | Wage Determination | | 17 Jun 2026 | | 7 | 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 | | |
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) (Alternate I) | 2026-02 | Alternate I | 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 |

**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

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

This addendum supplements the instructions contained in FAR 52.212-1. In the event of a conflict, the terms of this addendum shall take precedence.

**(a) General.** The Government intends to award a single Firm-Fixed-Price Requirements Contract resulting from this solicitation to the responsible offeror whose proposal, conforming to the solicitation, is determined to provide the best value to the Government using a tradeoff process.

**(b) Proposal Submission.** Proposals shall be submitted electronically to the Contracting Officer, Richard Smith, at richard.f.smith3.civ@army.mil no later than the date and time specified in Block 8 of the Standard Form 1449.

**(c) Proposal Format.** The proposal shall be organized into three (3) separate and distinct volumes. All pages shall be 8.5 x 11 inches, with at least one-inch margins, and using a font no smaller than 10-point Times New Roman.

- **Volume I: Technical Capability.** Page limit: 15 pages.

- **Volume II: Past Performance.** Page limit: 10 pages (this limit does not include CPARS reports or completed PPQs).

- **Volume III: Price.** No page limit.

**(d) Contents of Proposal Volumes.**

**(1) Volume I - Technical Capability.** This volume shall not contain any pricing information. The offeror shall provide a narrative addressing:
Subfactor A: Cold-Weather Equipment & Fleet Redundancy: Provide a detailed list of primary/backup equipment, description of arctic modifications ensuring operation down to -50F, and a fleet redundancy plan in case of mechanical failure.
Subfactor B: Operational Approach & Response Logistics: Provide a response plan for meeting routine and emergency timelines, and a safety plan for sub-zero hazards.

**(2) Volume II - Past Performance.** The offeror shall submit a maximum of three (3) and a minimum of one (1) relevant past performance references for contracts performed within the last five (5) years.
In accordance with FAR 15.305(a)(2)(iv), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. A lack of past performance will result in a rating of 'Neutral Confidence' and, therefore, the offeror's proposal will not be considered high or low risk for this evaluation factor.
Offerors without a history of government contracts are encouraged to provide references from commercial contracts of a similar scope and complexity. If no relevant past performance exists, the offeror shall submit a statement affirmatively declaring that they have no relevant past performance.

**(3) Volume III - Price.** The offeror shall complete the pricing schedule in Section B. A price must be provided for every priced SUBCLIN for the base year and all option years. A proposal that fails to provide a price for any individual SUBCLIN may be considered non-responsive.

**(e) Questions.** All questions regarding this solicitation shall be submitted in writing to the Contracting Officer.

*(End of Addendum)*

## L-2. Clarification on Pricing and Attachments (Informational Section J)

Offerors shall submit all proposed pricing by completing the CLIN/SUBCLIN structure located in Section B of this solicitation. Attachment 3, 'Representative List of Service Locations' (Excel Spreadsheet), is provided for informational purposes only to assist offerors in understanding the potential scope, locations, and historical quantities of the vaults. Offerors shall NOT submit pricing on Attachment 3. All pricing must be submitted in Section B.

*** END OF NARRATIVE ***

**Addendum to Evaluation - Commercial Product and Commercial Services**

# SECTION M - EVALUATION FACTORS FOR AWARD

## M-1. Source Selection Methodology

**Award will be made to the single responsible offeror whose proposal offers the Best Value under a Tradeoff process (FAR 15.101-1). Factor 1 (Technical) and Factor 2 (Past Performance), when combined, are significantly more important than Factor 3 (Price).**

## M-2. Relative Importance of Factors

**The evaluation factors are listed below in descending order of importance:**

**Factor 1: Technical Capability > Factor 2: Past Performance > Factor 3: Price**

## M-3. FACTOR 1: TECHNICAL CAPABILITY EVALUATION

**Subfactor A: Equipment & Redundancy: Proposals will be evaluated on the mechanical capability of the proposed fleet to prevent line freeze-ups at temperatures down to -50F.**

**Subfactor B: Logistics & Safety:** Proposals will be evaluated on the realism of the winter transportation strategy and safety plans for personnel handling waste in sub-zero environments.

## M-4. FACTOR 2: PAST PERFORMANCE EVALUATION

**(a) Methodology. The Government will evaluate the offeror's demonstrated record of performance on recent and relevant contracts to assess the level of confidence the Government has that the offeror will successfully perform the requirements of this contract.**

(b) Relevancy. A contract is considered relevant if it involved services of similar scope, complexity, and environment in an arctic or sub-arctic climate.
(c) Performance Confidence Assessment Ratings. The Government will assign one of the following

ratings: Substantial Confidence, Satisfactory Confidence, Neutral Confidence, Limited Confidence, or No Confidence.

**Neutral Confidence:** No recent/relevant performance record is available for the offeror. In accordance with FAR 15.305(a)(2)(iv), a rating of 'Neutral Confidence' will be assigned, and the offeror's proposal will not be evaluated favorably or unfavorably for this factor.

# M-5. FACTOR 3: PRICE EVALUATION

**Price will be evaluated based on the Total Evaluated Price (TEP), calculated as the sum of all priced SUBCLINs (multiplying the offered FFP unit price by the estimated quantities across the Base Year and all four Option Years). Prices will also be analyzed for reasonableness and balance.**

*** END OF NARRATIVE ***

# Offeror Representations and Certifications - Commercial Products and Commercial Services

## FAR Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.212-3 | Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004) | 2025-03 | Deviation 2025-O0004 | 2025-03 |

Offeror Representations and Certifications-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) Definitions. As used in this provision-

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"-

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits

Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 size standards in this solicitation.

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13. CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one

or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror

has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that-

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(3) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents that it [ ] is, [ ] is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror 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. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

(7) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(10) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each

party to the joint venture: ____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

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

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product,"

"commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. _____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.
____
____
____
[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Korean End Products or Israeli End Products:

| Line Item No. | Country of Origin |
|---|---|
| ____ | ____ |
| ____ | ____ |
| ____ | ____ |

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of Origin |
|---|---|
| ____ | ____ |
| ____ | ____ |
| ____ | ____ |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

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

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax

Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

| Listed End Product | Listed Countries of Origin |
|---|---|
| _____ | _____ |
| _____ | _____ |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) [ ]

(ii) [ ]

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [ ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [ ] 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ ] 22.1003-4(d)(1). The offeror [ ] does [ ] does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ( 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ ]TIN: ____.

[ ]TIN has been applied for.

[ ]TIN is not required because:

[ ]Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ]Offeror is an agency or instrumentality of a foreign government;

[ ]Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

[ ]Sole proprietorship;

[ ]Partnership;

[ ]Corporate entity (not tax-exempt);

[ ]Corporate entity (tax-exempt);

[ ]Government entity (Federal, State, or local);

[ ]Foreign government;

[ ]International organization per 26 CFR1.6049-4;

[ ]Other ____.

(5) Common parent.

[ ]Offeror is not owned or controlled by a common parent;

[ ]Name and TIN of common parent:

Name ____.

TIN ____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that-

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further

Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

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

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

(2) The Offeror represents that-

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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____(or mark "Unknown").

Predecessor legal name:____.

(Do not use a "doing business as" name).

(s) [Reserved]

(t) [Reserved]

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) 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 telecommunications equipment or services".

(2) The Offeror represents that-

(i) It [ ] does, [ ] does not provide covered 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

## Addendum to Solicitation Provisions

### FAR Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | 2017-01 | | |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038) | 2026-02 | | |

### DFARS Provisions Incorporated by Reference

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense Contractors. | 2023-01 | | |

### FAR Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.216-1 | Type of Contract. (Deviation | 2026-02 | | |

2026-O0038)

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a Single-Award, Firm-Fixed-Price (FFP) Requirements Contract[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)