

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 9</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">30-Mar-2023</div>		4. REQUISITION/PURCHASE REQ. NO. W25G1Q3026R001		5. PROJECT NO.(If applicable)	
6. ISSUED BY LETTERKENNY ARMY DEPOT LETTERKENNY CONTRACTING OFFICE - ACC-RSA-LEAD 1 OVERCASH AVENUE, ATTN: CCAM-MLK, BLDG 2S CHAMBERSBURG PA 17201-4150		CODE W911N2		7. ADMINISTERED BY (If other than item 6) LAURA BUEHLER 717-267-9617 LETTERKENNY CONTRACTING OFFICE - ACC 1 OVERCASH AVENUE CCAM-ALK BLDG 2S CHAMBERSBURG PA 17201		CODE W911N2	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W911N223R0019	
				X		9B. DATED (SEE ITEM 11) 09-Mar-2023	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Purpose of this amendment is to revise the specifications in SOW paragraphs 5.2 and 5.3.1. Changes are shown in bold black print. Closing date is changed to 4 Apr 2023, 4:00 PM. See Summary of Changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 30-Mar-2023	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 23-Mar-2023 04:00 PM to 04-Apr-2023 04:00 PM.

The following have been modified:

PWS

Statement of Work (SOW)
For
Lease of Front Mount Mowing Tractors

1. General:

1.1. The contractor shall provide all personnel, equipment, tools, materials, supervision, quality control and other items and non-personal services necessary to perform rental service for up to ten (10) articulating lawn tractors, up to ten (10) mower decks to fit on articulating lawn tractors, and up to ten (10) snow removal attachments to fit on the articulating lawn tractors as defined in this PWS, except as specified in Paragraph 3.0 as Government Furnished. The contractor shall perform to the standards in this contract. The Contractor shall perform to the standards in this contract.

1.2. Background: Lettrkenny Army Depot requires lease of the above equipment due the lack of this type of equipment on hand.

1.3. Period of Performance (PoP): The Period of Performance shall be one Base Year of 12 months and two (2) six-month option periods.

1.4. General Information:

1.4.1. Quality Assurance (QA): The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and acceptable quality level(s) (defect rate(s)).

1.4.2. Recognized Holidays: The following are recognized US holidays. The Contractor shall not perform scheduled services on these days:

- 1.4.2.1. New Year's Day: January 1
- 1.4.2.2. Martin Luther King, Jr.'s Birthday: Third Monday in January
- 1.4.2.3. President's Day: Third Monday in February
- 1.4.2.4. Memorial Day: Last Monday in May
- 1.4.2.5. Juneteenth: June 19
- 1.4.2.6. Independence Day: July 4
- 1.4.2.7. Labor Day: First Monday in September
- 1.4.2.8. Columbus Day: First Monday in October

- 1.4.2.9. Veteran's Day: November 11
- 1.4.2.10. Thanksgiving Day: Fourth Thursday in November
- 1.4.2.11. Christmas Day: December 25

1.4.3. Place and Performance of Services: Letterkenny Army Depot's hours of operation are between the hours of 0600 through 1530 on Monday through Thursday and 0600 through 1430 every other Friday, except on recognized US holidays or when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings. Performance shall be at Letterkenny Army Depot. The Contractor shall at all times maintain an adequate availability and work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility/installation is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

1.4.4. Security Requirements: Contractor and all associated sub-Contractor's employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce shall comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in Contractor security matters or processes.

1.4.4.1. Physical Security: The Contractor shall safeguard all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.4.4.2. AT Level I Training. This standard language is for contractor employees with an area of performance within as Army controlled installation, facility, or area. All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, and controlled-access areas shall complete AT Level I awareness training within 30 calendar days after the contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website:
<http://www.letterkenny.army.mil/ctresources/>

1.4.4.3. iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award. iWATCH training is available at the following website: <http://www.letterkenny.army.mil/ctresources/>

1.4.4.4. OPSEC Training Per AR 530-1 Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. Level I OPSEC Awareness training is available at the following website:
<http://www.letterkenny.army.mil/ctresources/>

1.4.5. Conservation of Utilities: The Contractor shall instruct employees in utilities conservation practices. The contractor shall operate under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount.

1.4.6. Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the KO in accordance with Federal Acquisition Regulations Subpart 42.5. The KO, Contracting Officer's Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the contractor's performance. At these meetings, the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. The Contractor shall resolve outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

1.4.7. Contract Manager (CM): The contractor shall provide a CM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the COR at the start of the contract. The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.8. Identification of Contractor Employees: All contact personnel attending meetings, answering Government telephones and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. The Contractor shall also ensure that all documents or reports produced by Contractor personnel are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. All Contractor personnel will be required to obtain and wear badges in the performance of this contract.

1.4.8.1. Identification Badges: Identification badges will be issued for admittance of personnel before performing work on this contract. The identification badge is the property of the U.S. Government and must be returned upon termination or demand. The Contractor agrees to ensure all badges issued to employees are returned to the Directorate of Emergency Services, Letterkenny Army Depot, promptly upon termination of need for access or on expiration, whichever occurs first. In order to be permitted to access Letterkenny Army Depot, personnel must pass a National Criminal Information Center (NCIC) background check. Persons not passing the background check will not be permitted to access the installation for any purpose.

1.4.8.2. Badge Room is located in Building 2. Hours of operation are 0700 – 1500 Monday through Friday but closed every other Friday. These hours are effective except when closed for holidays. If the Contractor's hours of work are different than those stated above, the Contractor will be required to obtain badges when the badge room is open.

1.4.9. Organizational Conflicts of Interest (OCI): The Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCIs, as defined in FAR Subpart 9.5. The Contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.4.10. Invoicing: Payment shall be made in accordance with the terms of this contract after satisfactory completion of the work and submission of a proper invoice to the TPOC.

2. Definitions and Acronyms:

2.1. Definitions

2.1.1. **CONTRACTOR**. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER (KO).** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government designated by the KO to monitor contractor performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

2.1.6. **DRIVING RADIUS.** Driving distance from point A to point B.

2.1.7. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.8. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.9. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.10. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.11. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.12. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.13. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.14. **WORK WEEK.** Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

2.2.1.	AFARS	Army Federal Acquisition Regulation Supplement
2.2.2.	AR	Army Regulation
2.2.3.	CFR	Code of Federal Regulation
2.2.4.	CONUS	Continental United States (excludes Alaska and Hawaii)
2.2.5.	COR	Contracting Officer Representative
2.2.6.	COTS	Commercial-Off-the-Shelf
2.2.7.	DA	Department of the Army
2.2.8.	DD250	Department of Defense Form 250 (Receiving Report)

2.2.9. DD254	Department of Defense Contract Security Requirement List
2.2.10. DFARS	Defense Federal Acquisition Regulation Supplement
2.2.11. DOD	Department of Defense
2.2.12. FAR	Federal Acquisition Regulation
2.2.13. KO	Contracting Officer
2.2.14. OCI	Organizational Conflict of Interest
2.2.15. ODC	Other Direct Costs
2.2.16. POC	Point of Contact
2.2.17. PRS	Performance Requirements Summary
2.2.18. PWS	Performance Work Statement
2.2.19. QA	Quality Assurance
2.2.20. QAP	Quality Assurance Program
2.2.21. QASP	Quality Assurance Surveillance Plan
2.2.22. QC	Quality Control
2.2.23. QCP	Quality Control Program
2.2.24. TE	Technical Exhibit
2.2.25. TPOC	Technical Point of Contact

3. Government Furnished Property, Material, Equipment and Services (GFP/M/E/S): The Government will provide the facilities, equipment, materials, and/or services listed below:

3.1. Facilities: The Government shall not furnish the necessary workspace for the contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment.

3.2. Equipment: The Government will pick up and drop off the leased equipment if the contractor is within a 20-mile driving radius of Letterkenny Army Depot.

3.3. Materials: The Government will return lawn mowers with full tanks for gas.

4. Contractor Furnished Property, Materials, Equipment (CFP/M/E):

4.1. General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

4.2. Equipment: If the contractor is beyond a 20-mile driving radius, the contractor shall drop off and pick up the leased equipment. This fee shall be included in the rental price.

4.3. Repairs: The Contractor shall be responsible for any maintenance and repair services that are needed to the leased equipment and shall be included with the rental price.

5. Requirements: The contractor shall provide the following equipment as requested by the TPOC. The TPOC shall notify the contractor of the request via email.

5.1. Front Mount Mowing Tractors (CLIN 0001): The contractor shall provide up to ten (10) front mount mowing tractors with the following characteristics within 5 business days:

5.1.1. Equipped with a roll bar.

5.1.2. Equipped with a heated and air-conditioned cab.

5.1.3. Compatibility with items listed in paragraphs 5.2 and 5.3.

5.2. Mowing Deck (CLIN 0002): The contractor shall provide up to ten (10) mowing decks with the following characteristics within 5 business days:

5.2.1. Minimum 60-inch width and maximum 72-inch width.

5.2.2. Rear discharge is preferred, but side discharge is acceptable.

5.2.3. Compatibility with front mount mowing tractor listed in paragraph 5.1.

5.3. Plow Blade (CLIN 0003): The contractor shall provide up to ten (10) plow blades with the following characteristics within 5 business days:

5.3.1. Minimum 60-inch width and maximum 72-inch width.

5.3.2. Hydraulic angling.

5.3.3. Compatibility with front mount mowing tractor listed in paragraph 5.1.

5.4. Maintenance and Repair Services: The contractor shall be responsible for any maintenance and/or repair services that are needed to the leased equipment at no additional cost to the government. This service shall not be completed on the Depot.

5.4.1. Replacement: When the contractor picks up the equipment for service, it shall also deliver a replacement piece of equipment with the same characteristics as listed above to the government for the duration of the time it is being serviced.

5.4.2. Maintenance: The contractor shall notify the TPOC no less than 3 business days prior to routine maintenance of equipment.

5.4.2.1. The TPOC will work with the government and contractor to coordinate the pickup and delivery.

5.4.3. Repair Service: The TPOC will notify the contractor if a repair is needed.

5.4.3.1. The contractor shall pick up the equipment and deliver the replacement equipment to the government within 3 hours of being notified.

6.0 Applicable Publications: Publications applicable to this PWS are listed below:

<u>Publication (Chapter / Page)</u>	<u>Date of Publication</u>	<u>Mandatory or Advisory</u>	<u>Website</u>
Army Regulations	various	Mandatory	http://www.whs.mil/library/mildoc.htm
AR 385-10 Army Safety Program	20 May 1991	Mandatory	http://armypubs.army.mil/epubs/pdf/R385_10.PDF
AR 385-55 Prevention of Motor Vehicle Accidents	12 March 1987	Mandatory	http://www.calguard.ca.gov/gs/Documents/AR385-55.pdf
LEAD Regulations, Pamphlets, and Memorandums	various	Mandatory	none
LEAD Regulation 385-1 LEAD Safety and Occupational Health Program, Chg 4,	1 April 2011	Mandatory	none

OSHA Part 1910- Occupational Safety and Health Standards	Various	Mandatory	http://www.osha.gov/index.html
All applicable federal, state, and local laws, executive orders, rules, and regulations	various	Mandatory	
FAR Subpart 9.5	March 2005	Mandatory	https://www.acquisition.gov/far/current/pdf/FAR.pdf
vehicle code of the Commonwealth of Pennsylvania,	Various	Mandatory	http://www.dmv.state.pa.us/vehicle_code/index.shtml
Standards of Conduct	14 Dec 2011	Mandatory	https://www.federalregister.gov/articles/2011/11/14/2011-29090/standards-of-conduct

TECHNICAL EXHIBIT 1

Performance Requirements Summary

This Performance Requirements Summary includes performance standards. The Government will use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

<u>Required Services</u>	<u>Applicable PWS Paragraphs</u>	<u>Performance Standard</u>	<u>Acceptable Quality Level (AQL)</u>	<u>Surveillance Method / By Whom</u>	<u>Desired Outcomes</u>
Provide front mount mowing tractors	5.1	Provide front mount mowing tractors within 5 business days	97% compliance	100% inspection / TPOC	To be provided front mount mowing decks within 5 days as required
Provide Mowing Decks	5.2	Provide mowing decks within 5 business days	97% compliance	100% inspection / TPOC	To be provided mowing decks within 5 days as required
Provide Plowing Blades	5.3	Provide plowing blades within 5 business days	97% compliance	100% inspection / TPOC	To be provided plowing blades within 5 days as required
Provide replacement equipment for maintenance and repair services	5.4.1	Provide replacement equipment with same characteristics for duration of service	97% compliance	100% inspection / TPOC	To be provided replacement equipment and required

TECHNICAL EXHIBIT 2

Deliverables Schedule

<u>Section</u>	<u>Deliverable</u>	<u>Frequency</u>	<u>Number of copies</u>	<u>Submission Format</u>	<u>Submit To</u>
1.4.4.2	AT Level 1 Training	Within 30 days of award or start date	1 per employee	Electronically	TPOC

1.4.4.3	iWatch Training	Within 30 days of award or start date	1 per employee	Electronically	TPOC
1.4.4.4	OPSEC Training	Within 30 days of award or start date, then annually	1 per employee	Electronically	TPOC
1.4.7	Contract Manager	At start of contract	1	Electronically	TPOC
5.1	Front Mount Mowing Tractors	Within 5 days of request	As per request	Physically	LEAD
5.2	Mowing Deck	Within 5 days of request	As per request	Physically	LEAD
5.3	Plow Blade	Within 5 days of request	As per request	Physically	LEAD
5.4.2	Routine Maintenance Notification	3 days prior to	As needed	Electronically	TPOC
5.4.3	Repair Service	Within 3 hours	As needed	Physically	LEAD

(End of Summary of Changes)