


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XJW30239118		PAGE 1 OF 34	
2. CONTRACT NO. W912DQ23P1056		3. AWARD/EFFECTIVE DATE 14-Apr-2023		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ23Q0019	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOHN AKIN				b. TELEPHONE NUMBER (No Collect Calls) (816) 389-3577	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 27 Mar 2023							
9. ISSUED BY  USACE, KANSAS CITY + FEDERAL BLDG, CT-C + 601 E 12TH ST RM 647 KANSAS CITY MO 64106-2896  TEL: 816-389-3812 FAX: 816-389-2029/2030		CODE W912DQ		10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561730 SIZE STANDARD: \$8,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  USACE, KANSAS CITY + RJ HARMS CLINTON LAKE PROJECT OFFICE 872 N 1402 RD LAWRENCE KS 66049-9048		CODE 966246		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR  FINNERTY SERVICES, LLC HEATHER FINNERTY 208 14TH ROAD SW HARTFORD KS 66854-9006 TELEPHONE NO. 6207941226		CODE 89VK2		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  USACE, KANSAS CITY + USACE KC FINANCE CNTR 5722 INTEGRITY MILLINGTON TN 38054-5005	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$157,500.00</b>	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 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: REF. <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE	
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) JOSHUA HIGGINBOTHAM / CONTRACTING OFFICER TEL: (816) 389-3059 EMAIL: joshua.m.higginbotham@usace.army.mil		31c. DATE SIGNED 14-Apr-2023	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 34	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Job	\$10,000.00	\$120,000.00
	FY23 BASE– MOW PARKS & DAY USE AREAS				
	FFP				
	Provide all Personnel, equipment, tools, supervision, and other items and services necessary to perform mowing and trimming services in accordance with the PWS. Quantities are estimated and are shown at the maximum quantity which can be ordered per year.				
	FOB: Destination				
	PSC CD: S208				
NET AMT					\$120,000.00
000101					\$0.00
	Funding for CLIN 0001				
	FFP				
	Funding for CLIN 0001				
	PURCHASE REQUEST NUMBER: W58XUW30239118				
NET AMT					\$0.00
	ACRN AA				
	CIN: W58XUW302391180002				
					\$84,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Funding for CLIN 0001 FFP Funding for CLIN 0001 PURCHASE REQUEST NUMBER: W58XUW30239118				\$0.00
NET AMT					\$0.00
ACRN AB CIN: W58XUW302391180001					\$36,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FY23 BASE– MOW DAM AND OUTLET ROADSIDES FFP Provide all Personnel, equipment, tools, supervision, and other items and services necessary to perform mowing and trimming services in accordance with the PWS. Quantities are estimated and are shown at the maximum quantity which can be ordered per year.  FOB: Destination PURCHASE REQUEST NUMBER: W58XUW30239118 PSC CD: S208	12	Job	\$1,000.00	\$12,000.00
NET AMT					\$12,000.00
ACRN AB CIN: W58XUW302391180001					\$12,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		3	Job	\$625.00	\$1,875.00
	FY23 BASE– MOW LAGOONS				
	FFP				
	Provide all Personnel, equipment, tools, supervision, and other items and services necessary to perform mowing and trimming services in accordance with the PWS. Quantities are estimated and are shown at the maximum quantity which can be ordered per year.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W58XUW30239118				
	PSC CD: S208				
NET AMT					\$1,875.00
	ACRN AB				
	CIN: W58XUW302391180001				
					\$1,875.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		5	Job	\$4,625.00	\$23,125.00
	FY23 BASE– MOW DAM EMBANKMENT				
	FFP				
	Provide all Personnel, equipment, tools, supervision, and other items and services necessary to perform mowing and trimming services in accordance with the PWS. Quantities are estimated and are shown at the maximum quantity which can be ordered per year.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W58XUW30239118				
	PSC CD: S208				
NET AMT					\$23,125.00
	ACRN AB				
	CIN: W58XUW302391180001				
					\$23,125.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FY23 BASE– MOW OUTLET ROADSIDE SLOPES FFP Provide all Personnel, equipment, tools, supervision, and other items and services necessary to perform mowing and trimming services in accordance with the PWS. Quantities are estimated and are shown at the maximum quantity which can be ordered per year.  FOB: Destination PURCHASE REQUEST NUMBER: W58XUW30239118 PSC CD: S208	2	Job	\$250.00	\$500.00
NET AMT					\$500.00
ACRN AB CIN: W58XUW302391180001					\$500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	FY24 OPTION– MOW PARKS & DAY USE AREAS FFP Provide all Personnel, equipment, tools, supervision, and other items and services necessary to perform mowing and trimming services in accordance with the PWS. Quantities are estimated and are shown at the maximum quantity which can be ordered per year.  FOB: Destination PSC CD: S208	12	Job	\$10,000.00	\$120,000.00
NET AMT					\$120,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Job	\$1,000.00	\$12,000.00
OPTION	FY24 OPTION – MOW DAM AND OUTLET ROADSID FFP Provide all Personnel, equipment, tools, supervision, and other items and services necessary to perform mowing and trimming services in accordance with the PWS. Quantities are estimated and are shown at the maximum quantity which can be ordered per year.  FOB: Destination PSC CD: S208				
NET AMT					\$12,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		3	Job	\$625.00	\$1,875.00
OPTION	FY24 OPTION – MOW LAGOONS FFP Provide all Personnel, equipment, tools, supervision, and other items and services necessary to perform mowing and trimming services in accordance with the PWS. Quantities are estimated and are shown at the maximum quantity which can be ordered per year.  FOB: Destination PSC CD: S208				
NET AMT					\$1,875.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		5	Job	\$4,625.00	\$23,125.00
OPTION	FY24 OPTION – DAM EMBANKMENT FFP Provide all Personnel, equipment, tools, supervision, and other items and services necessary to perform mowing and trimming services in accordance with the PWS. Quantities are estimated and are shown at the maximum quantity which can be ordered per year.  FOB: Destination PSC CD: S208				

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NET AMT	\$23,125.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		2	Job	\$250.00	\$500.00
OPTION	FY24 OPTION – MOW OUTLET ROADSIDE SLOPES FFP Provide all Personnel, equipment, tools, supervision, and other items and services necessary to perform mowing and trimming services in accordance with the PWS. Quantities are estimated and are shown at the maximum quantity which can be ordered per year.  FOB: Destination PSC CD: S208				

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NET AMT	\$500.00
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## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT  
FOR MOWING AND TRIMMING SERVICES AT  
CLINTON LAKE, KANSAS**

**1. DESCRIPTION OF SERVICES.** The Contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that mowing and trimming is performed at Clinton Lake, KS in a manner that will maintain healthy grass, trees, shrubs, and plants and present a clean, neat, and professional appearance. The Contractor shall commence work within 48 hrs after receipt of a verbal order from the Contracting Officer's Representative (COR) and the work shall be completed within the time frames listed in Section 1.1.3.

**1.1. MAINTAIN IMPROVED GROUNDS.**

**1.1.1.** All mowing shall be completed in an area prior to moving to another area. Mowing will not be permitted when the ground is so wet that the mowing operations cause rutting or otherwise disturb existing turf. Tractors/mowers shall be operated in such a manner as to protect against the sod being torn by the wheels on turns. In the event sod is damaged, the Contractor shall re-dress and seed and mulch the damaged areas with KY-31 fescue seed or similar blend of fescue seed at the rate of 100 pounds per acre or Contracting Officer Representative's (COR) approved equal. Mulch shall consist of straw, hay, or hydroseeding. Extreme care shall be exercised when mowing AND trimming around trees, bushes, shrubs, and all inanimate objects to insure equipment does not damage objects. Repair or replacement in size, kind and type resulting from damage by the Contractor's equipment shall be borne by the Contractor. Repair or replacement shall occur within (30) calendar days of noticed damage.

All trimming shall be accomplished either simultaneously or immediately following mowing, and in all instances shall be completed no later than 24-hours after mowing, except that this paragraph shall not be construed to alter the total time allowed as specified. Trimming is required around trunks of trees, bushes, shrubs, buildings, sign posts, and all inanimate objects within the mowing boundaries where mowers cannot reach or cut vegetation without contacting the object. Note: Generally, campsites, building perimeter, trees, shrubs, sign posts, etc. are sprayed with herbicide by other herbicide personnel, creating a buffer between the sod and the object. The guardrail at all boat ramps, and all riprap areas surrounding boat ramps and boat ramp parking lots shall be trimmed to include three (3) feet down the riprap slope. Trimming height shall match surrounding area grass heights. Movable objects, such as portable picnic tables, shall be moved and the areas around and under such objects shall be mowed and trimmed. Objects shall be returned to their original positions, and sidewalks, entrances into buildings and building interiors shall be cleared as needed to remove clippings. Mowing and trimming operations around buildings, sidewalks, and roadways shall be, when possible, performed so clippings are thrown outward onto the grassed area. Grass clippings and debris shall NOT be left on roadways, sidewalks, entrances into buildings and building interiors overnight, even if the trimming operations are not completed. Removal (blowing) of clippings shall be accomplished in a completed mowing area prior to moving to another area.

All mowing equipment shall be compatible with each other in mowing height and appearance of cut grass. Park mowing shall be accomplished so that all turf areas may be cut with a finish mower to a height between 3 and 4 inches, as directed by the COR, to accommodate for moisture conditions and limit excess grass clippings and thatch between mowings. Approximate mowing areas are indicated on the attached Map. Exact boundary limits of mowing and trimming shall be as directed by the COR. Mowers with a single deck cutting width of over 96 inches will not be permitted for use in any park areas. Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work specified. The Contractor shall assure that he/she has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his/her primary equipment.

All acreages are estimated. The Contractor shall be responsible for determining exact acreage and conditions affecting performance of this work. All mow areas under this contract match existing delineated mowing areas.

Mowing of lift station entrance roads and around all lift stations and electrical boxes in each public use area shall be included with each park mowing.

Areas surrounding lagoons shall be mowed approximately 15-20 ft on the outside of the lagoon fence (or to nearest tree line or obstacle if less than 15 ft) and mowed completely between the lagoon fence and the entrance roadway. Areas within lagoon fences shall be mowed and trimmed completely. The elevation of lagoons may fluctuate. Inside slopes shall be trimmed to the water's edge at any elevation. The Lagoons may be mowed between 5 and 7 inches and have traditionally been mowed using a pull-behind wing deck mower with smaller equipment utilized where needed to cut-out or trim around objects.

Roadway mowing consists of total right-of-way mowing from road shoulder to the tree line or existing delineated mowing boundary. In absence of a tree line, or other delineated feature, the distance shall be approximately 30 feet on each side of the road. The Dam roadsides may be mowed between 4 and 6 inches and have traditionally been mowed using a pull-behind wing deck mower.

**1.1.2. DAM EMBANKMENT.** The contractor shall mow the grass in these areas between 5 and 7 inches. Trimming (or mowing with small mowers) around instrumentation and grouted gutters shall be performed before mowing with larger equipment to maximize visibility. Past experience has shown that this sequence is necessary for the prevention of damage to the instrumentation. The instrumentation, grouted gutters, and other features on the dam embankment are critical to the operation and safety of the dam and Contractor shall exercise extreme caution while performing mowing operations. The vegetative cover is vital for control of erosion and mowing operations shall not cause rutting, create wheel paths, or otherwise disturb existing turf. Contractor shall report any animal burrows, slides, wet areas or other unusual conditions observed while mowing to the COR.

### 1.1.3. QUANTITIES AND TIME ALLOWED.

#### AREAS, ACREAGES, QUANTITIES, TIME ALLOWED MOWING AND TRIMMING SERVICES CLINTON LAKE

Areas	Estimated Acres	Maximum No. of Mowings	Time Allowed to Complete Mowings
<b>Parks and Day Use Areas –</b> Including Bloomington East (Cedar, Hickory, Walnut, and Oak Parks, Beach, and Boat Ramp Day Use Areas), Bloomington West, Woodridge, Rockhaven, and Overlook Parks	208	12	4 days
<b>Dam and Outlet Roadsides</b>	22	12	1 day
<b>Lagoons –</b> Bloomington Park and Overlook Park	13	3	1 day
<b>Dam Embankment</b>	97	5	2 days
<b>Outlet Roadside Slopes</b>	5	2	0.5 day

Acreages shown above are estimated and include areas within the park boundaries that are both grassed and non-grassed areas composed of roads, campsite, and facilities. The Contractor shall be responsible for determining all acreages and conditions affecting the performance of the work.

**Number of mowings listed in the Contract Line Item Numbers (CLINs) in Section B is an estimated number and is determined by seasonal conditions not to exceed the maximum number.**

The term “required services” as applied to time allowed shall be deemed to include all trimming and debris removal services.

**1.2. ANNUAL COORDINATION MEETING.** The Contractor shall meet (in person or via telephone) with the COR annually prior to commencing services in April.

**2. SCHEDULE AND HOLIDAY MOWING.** The Contracting Officer's Representative (COR) determines when the mowing services will be required/ordered and will provide a tentative and estimated schedule at the beginning of the mowing season. The Government anticipates that a mowing order for all PARK areas will be placed prior to the Memorial Day, Fourth of July, and Labor Day holidays.

**3. SERVICE DELIVERY SUMMARY.** The Contractor service requirements are summarized below.

Item	PWS Paragraph	Performance Standard	Surveillance Method
Maintain Improved Grounds	1.1	Grass is maintained within proper height for its area. Sod is healthy, looks well maintained, and is not damaged. All trimming and clipping removal is completed per PWS.	100% inspection or random inspection
Annual Coordination Meeting	1.2	No error per year.	Complete prior to first mowing of the contract award and each option exercise period.
Quality Control Plan	5.1	No more than one (1) error per year.	Complete prior to first mowing of the contract award and each option exercise period.
Accident Prevention Plan	5.6.3	No more than one (1) error per year.	Complete prior to first mowing of the contract award and each option exercise period.

**4. GOVERNMENT FURNISHED PROPERTY AND SERVICES.** The Government will provide Contractor Worksheet Forms and keys to gated areas under this contract. Contractor shall be responsible for unlocking/locking gated areas as needed to access the area to be mowed.

## **5. GENERAL INFORMATION.**

**5.1. QUALITY CONTROL.** The Contractor shall develop, submit for COR approval, and maintain a quality control program to ensure mowing and trimming services are performed in accordance with established Best Commercial Practices and this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. At a minimum the Contractor shall develop quality control procedures addressing the areas identified in paragraph 3, Service Delivery Summary. As each area is serviced, the Contractor's representative shall complete that portion of the Contractor's Worksheet indicating the time services were completed and number of employees working the serviced area. Completed worksheets shall be signed and delivered, as directed by the COR.

**5.2. QUALITY ASSURANCE.** The government will periodically evaluate the Contractor's performance in accordance with the attached Quality Assurance Surveillance Plan.

**5.3. GOVERNMENT REMEDIES.** The contracting officer shall follow FAR 52.212.4, Contract Terms and Conditions-Commercial Items, for Contractor's failure to perform satisfactory services or failure to correct non-conforming services.

**5.4. HOURS OF SERVICE PERIODS.** Mowing shall be conducted weekdays Monday through Friday 7 am to 8 pm unless approved in advance by the COR. Work will not be permitted on Saturdays, Sundays, or holidays unless this restriction is specifically waived by the COR.

**5.5. SECURITY REQUIREMENTS.** The Contractor shall safeguard keys issued to perform the services required by this contract. All keys shall be returned to the Government upon request and/or completion of the contract. Failure to return keys shall result in withholding of payment. The Contractor shall open and close gates within the contract boundary areas. The Contractor shall securely lock any gate that is opened by him/her, upon completion of the required work, or upon completion of the workday.

#### **5.5.1. ANTITERRORISM / OPERATIONS SECURITY REQUIREMENT**

All contractor and all associated sub-contractors employees shall comply with applicable security policies and procedures at the contracted work location (provided by the authorized Government representative). All contractor and all associated sub-contractors employees will carry a Government issued photo ID for personal identity verification requirements. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at the applicable contracted work location change, the Government may require changes in contractor security matters or processes.

All contractor and all associated sub-contractors employees will receive a CORPS Watch information paper (provided by the authorized government representative) and provide a written acknowledgement to the COR, no later than 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract.

The contractor must pre-screen candidates using the E-verify Program (<http://www.dhs.gov/E-Verify>) website to meet the established employment eligibility requirements. The vendor must ensure that the candidate has two valid forms of government issued identification to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible candidates must be provided to the COR no later than three (3) business days after the initial contract award.

#### **5.6. SPECIAL REQUIREMENTS.**

**5.6.1. SAFETY.** Some of the areas to be mowed and trimmed receive heavy use. Campers and day-users will be present on weekdays. It will be necessary for the Contractor to perform the work in close proximity to camping vehicles and camping units, sewer lines, electrical cords, water hook-ups, fishing equipment, and/or camping equipment. All mowers shall be equipped and maintained with safety chains, discharge-deflection devices, and/or other approved safety devices to prevent accidental damage or injury from objects thrown by mowers. If operating equipment within 50 feet of campers or their property, the ground speed of the equipment shall be reduced to a "safe and reasonable rate." The final decision of what is "safe and reasonable" shall be that of the COR. Claims of damage from operation of the Contractor's equipment shall be settled promptly. When damage occurs from the Contractor's equipment, the Contractor shall contact the party sustaining the damage and project personnel as soon as possible.

**5.6.2.** Contractor personnel shall present a neat appearance and be fully clothed at all times while performing services ordered under contract. "Fully Clothed" shall be deemed to mean that a sleeved shirt (or T-shirt), trousers, and shoes shall be worn at all times: except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the safe performance of services.

**5.6.3.** Prior to beginning work on this contract the Contractor shall have an approved Accident Prevention Plan. This plan shall be in accordance with the most recent EM 385-1-1 dated 30 November 2014. The plan is intended to be a viable document and enhance the safety of Project staff and visitors. The Contractor will be expected to take a vital interest in safety, and educate their employees to work and plan their work safely. Proper driving techniques and defensive driving shall be practiced to prevent vehicle accidents and property damage.

**5.6.4.** The Contractor shall prepare an Activity Hazard Analysis (AHA) for each work activity. The AHA will define the activities being performed and identify the sequences of work, the specific hazards anticipated and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. All AHAs shall be submitted as part of the Accident Prevention Plan.

**5.6.5. FLOOD CONTROL.** Occasional retention of floodwater may inundate portions of the public use areas, or access roads thereto, being serviced by this contract. In the event that inundation affects the Contractor's ability to accomplish all work in accordance with this PWS, the Contractor shall promptly notify the COR. The Government may request the Contractor submit a pricing proposal covering the unserviceable or affected portion of work in order that an equitable adjustment to contract price can be negotiated.

**5.6.6.** The Government reserves the right to install/place additional trees, signs, facilities, equipment, etc. necessary for the maintenance/upgrading of facilities. The Government may, at no additional charge, increase the number of items around which mowing and trimming is required.

**5.6.7.** Various roads and/or the road across the dam may be closed from time to time during the life of this contract. The closure of the roads may continue for several months under certain flooding, construction, and/or maintenance circumstances. The Contractor shall be prepared to take an alternate route during these times, at no additional cost to the Government.

**5.6.8. Required Insurance.** The Contractor shall provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the below. Before commencing work under this contract, the Contractor shall present to the Contracting Officer proof of the required insurance.

#### **REQUIRED INSURANCE SCHEDULE**

<b>Type</b>	<b>Amount</b>
Worker's Compensation	Coverage complying with applicable state statute
Employer's Liability	Minimum amount of \$100,000
General Liability on Comprehensive Form of Policy	Minimum limits of \$500,000 per occurrence of bodily injury which includes, but is not limited to, insurance for all work required herein.
Comprehensive Automotive Liability	Minimum limits for \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage.

Coverages required above are minimums. If State Statute requires higher limits of coverage, the Contractor shall be responsible for obtaining such additional coverage. Information regarding State requirements may be obtained by contacting: KANSAS: Insurance Commissioner, Toll Free, 1-800-432-2484, Division of Workers Compensation, 913-296-3071.

Please see Attachment A for maps of the mowing areas.

(End of Performance Work Statement)

## QUALITY ASSURANCE SURVEILLANCE PLAN (EXAMPLE)

Contract Number: <insert contract number>

Contract Description: Mowing services at Clinton Lake

Contractor's name: <insert Contractor's name> (hereafter referred to as the Contractor).

### 1. PURPOSE.

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the Contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

The following FAR clauses may apply depending on contract type:

52.212-4 – Contract Terms and Conditions – Commercial Items

### 2. GOVERNMENT ROLES AND RESPONSIBILITIES.

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (KO) - The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also assure that the Contractor receives impartial, fair, and equitable treatment under this contract. The KO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Assigned KO: <upon award, enter name>

Organization or Agency: U.S. Army Corps of Engineers – Kansas City District

Telephone: <enter number>

Email: <enter address>

b. Project Manager (PM) - The PM acts as an acquisition consultant and serves as liaison between the US Army Corps of Engineers, Kansas City District (CENWK) and the requesting program office, as well as liaison between the CENWK and the supporting contracting office.

Assigned PM: Rolf J. Harms

Telephone: (816) 389-3790

Email: [rolf.j.harms@usace.army.mil](mailto:rolf.j.harms@usace.army.mil)

c. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the Contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the KO, the COR shall provide documentation to the KO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The Contractor shall refer any changes they deem may affect contract price, terms, or conditions to the KO for action.

Assigned COR: Kevin Finch  
 Telephone: (785) 218-2633  
 Email: [kevin.a.finch@usace.army.mil](mailto:kevin.a.finch@usace.army.mil)

### 3. CONTRACTOR REPRESENTATIVES:

The following employees of the Contractor serve as the Contractor's Program Manager and Task Manager for this contract. <Communication should occur with them during QASP development. It will help if they review the draft QASP and accept the final version.>

a. Program Manager – <upon award, enter name>  
 Telephone: <enter number>  
 Email: <enter address>

b. Task Manager - <upon award, enter name>  
 Telephone: <enter number>  
 Email: <enter address>

### 4. PERFORMANCE STANDARDS.

Performance standards define desired services. The Government performs surveillance to determine if the Contractor exceeds, meets or does not meet these standards.

The Performance Requirements Summary Matrix, paragraph 3 in the Performance Work Statement includes performance standards. The Government shall use these standards to determine Contractor performance and shall compare Contractor performance to the Acceptable Quality Level (AQL).

Item	PWS Paragraph	Performance Standard	Surveillance Method
Maintain Improved Grounds	1.1	Grass is maintained within proper height for its area. Sod is healthy, looks well maintained, and is not damaged. All trimming and clipping removal is completed per PWS.	100% inspection or random inspection
Annual Coordination Meeting	1.2	No error per year.	Complete prior to first mowing of the contract award and each option exercise period.
Quality Control Plan	5.1	No more than one (1) error per year.	Complete prior to first mowing of the contract award and each option exercise period.
Accident Prevention Plan	5.6.3	No more than one (1) error per year.	Complete prior to first mowing of the contract award and each option exercise period.

## 5. METHODS OF QA SURVEILLANCE.

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the PM, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

a. **VALIDATED USER/CUSTOMER COMPLAINTS.** (Relies on the user of the service to identify deficiencies. Complaints are then investigated and validated. Highly applicable to services provided in quantity and where quality is highly subjective.)

PWS 1.1

b. **100% INSPECTION.** (Evaluates all outputs. Most applicable to small quantity, but highly important services. May be used where there are written deliverables and stringent requirements such as tasks required by law, safety, or security.)

PWS 1.1, 1.2 and 4.1.

c. **RANDOM SAMPLING.** (Designed to evaluate the outputs of the award requirement by randomly selecting and inspecting a statistically significant sample. Highly recommended for large quantity repetitive activities with objective and measurable quality attributes.)

PWS 1.1.

Surveillance results may be used as the basis for actions (to include payment deductions) against the Contractor. In such cases, the Inspection of Services clause in the Contract becomes the basis for the KO's actions.

## 6. RATINGS.

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

<b>Exceptional:</b>	Performance significantly exceeds contract requirements to the Government's benefit.
<b>Satisfactory:</b>	Performance meets contractual requirements.
<b>Unsatisfactory:</b>	Performance does not meet contractual requirements

## 7. DOCUMENTING PERFORMANCE.

a. **ACCEPTABLE PERFORMANCE (EXCEPTIONAL/SATISFACTORY).**

The Government shall document positive performance. A report template is attached. Any report may become a part of the supporting documentation for fixed fee payments, award fee payments, or other actions.

b. **UNACCEPTABLE PERFORMANCE (UNSATISFACTORY).**



When unacceptable performance occurs, the COR shall inform the Contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's task manager or on-site representative. A CDR template is attached to this QASP.

The Contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs may become a part of the supporting documentation for contract payment deductions, fixed fee deductions, award fee nonpayment, or other actions deemed necessary by the KO.

#### 8. FREQUENCY OF MEASUREMENT.

##### a. Frequency of Measurement.

During contract/order performance, the COR shall take periodic measurements, as specified in the Performance Standards Summary Matrix, and shall analyze whether the negotiated frequency of measurement is appropriate for the work being performed.

##### b. Frequency of Performance Assessment Meetings.

The COR shall meet with the Contractor to assess performance and shall provide a written assessment.  
Prepared by:

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Signature – Contracting Officer's Representative

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 15-APR-2023 TO 14-APR-2024	N/A	USACE, KANSAS CITY + RJ HARMS CLINTON LAKE PROJECT OFFICE 872 N 1402 RD LAWRENCE KS 66049-9048 816-389-3790 FOB: Destination	966246
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
0002	POP 15-APR-2023 TO 14-APR-2024	N/A	USACE, KANSAS CITY + RJ HARMS CLINTON LAKE PROJECT OFFICE 872 N 1402 RD LAWRENCE KS 66049-9048 816-389-3790 FOB: Destination	966246
0003	POP 15-APR-2023 TO 14-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966246
0004	POP 15-APR-2023 TO 14-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966246
0005	POP 15-APR-2023 TO 14-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966246
1001	POP 15-APR-2024 TO 14-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966246
1002	POP 15-APR-2024 TO 14-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966246
1003	POP 15-APR-2024 TO 14-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966246
1004	POP 15-APR-2024 TO 14-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966246
1005	POP 15-APR-2024 TO 14-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	966246

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082416      254058G91B003480      NA    96231  
AMOUNT: \$84,000.00

AB: 96X31230000 082416      25405G5BBH003480      NA    96231  
AMOUNT: \$73,500.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	W58XUW302391180002	\$84,000.00
AB	000102	W58XUW302391180001	\$36,000.00
	0002	W58XUW302391180001	\$12,000.00
	0003	W58XUW302391180001	\$1,875.00
	0004	W58XUW302391180001	\$23,125.00
	0005	W58XUW302391180001	\$500.00

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(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 and Other Covered Entities (NOV 2021) (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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 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).

\_\_\_ (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) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

\_\_\_ (12) 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).

\_\_\_ (13) [Reserved]

XX (14)(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.

\_\_\_ (15)(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.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (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 (SEP 2021) of 52.219-9.

\_\_\_ (18) (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.

XX (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

\_\_\_ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.

\_\_\_ (23) 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)).

\_\_\_ (24) 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)).

\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

XX (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

XX (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

\_\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.

XX (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

XX (32)(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.

\_\_\_\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XX (35)(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).

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 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.)

\_\_\_\_ (37)(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.)

\_\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_\_ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.



\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

XX (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 (DEC 2022) (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 (DEC 2022) of 52.225-3.

\_\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

\_\_\_\_ (v) Alternate IV (OCT 2022) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (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) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (56) 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).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

XX (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

XX (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

XX (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (63)(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.]

XX (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

XX (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) (29 U.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).

\_\_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

\_\_\_\_ (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).

(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) 52.203-19, 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)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 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).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (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.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xi) 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.

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

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

- \_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 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.)
- (xv) 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)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 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).
- (xxi) 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.
- (xxii) 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)

## 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)

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

Added value means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

Subcontract means any contract, as defined in Federal Acquisition Regulation (FAR) 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor, as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records. (1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-4(a)(1) on the date of subcontract award.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 Day provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 Days days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 Months.

(End of clause)

## 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ----- [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert ``30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either

predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If

approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and



(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations System (FAR)  
<https://www.acquisition.gov/browse/index/far>  
 Department of Defense Federal Acquisition Regulation

Supplement  
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>  
Department of Army Federal Acquisition Regulation  
Supplement  
<https://spcs3.kc.army.mil/asaalt/procurement/AFARS/Home.as>

(End of clause)