

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 117	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912HZ23R0010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ZAVIENT BEAL				b. TELEPHONE NUMBER (No Collect Calls)	
						8. OFFER DUE DATE/LOCAL TIME 12:00 PM 12 Feb 2023	
9. ISSUED BY  ERDC CONTRACTING OFFICE 3909 HALLS FERRY ROAD VICKSBURG MS 39180-6199  TEL: FAX:		CODE W912HZ		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 561730 SIZE STANDARD: \$8,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO  PR W2R2 USA ENGR R AND D CTR SCOTT BROWN 3909 HALLS FERRY RD VICKSBURG MS 39180-6133 TEL: 601-634-2075 FAX:		CODE W81EWF		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/ OFFEROR  CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY  CODE			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <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						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 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							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
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)  TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 117	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
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		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				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		42a. RECEIVED BY <i>(Print)</i>			
		42b. RECEIVED AT <i>(Location)</i>			
		42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	
41c. DATE					

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Level 1 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level I - in Accordance With Section C.5.2. FOB: Destination PSC CD: S208	9	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Level 2 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level II - In Accordance with Section C.5.3. FOB: Destination PSC CD: S208	9	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Level 3 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level III - In Accordance With Section C.5.4. FOB: Destination PSC CD: S208	9	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Level 4 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level IV - In Accordance With Section C.5.5. FOB: Destination PSC CD: S208	2	Semiannua 1		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Level 5 mowing service on demand FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level V - In Accordance With Section C.5.6 FOB: Destination PSC CD: S208	95	Acre		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Flower bed maintenance and pruning FFP Contractor shall provide all labor, equipment, supplies, supervision, for flower bed maintenance and pruning - In Accordance With Section C.5.7 FOB: Destination PSC CD: S208	3	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Leaf collection and disposal FFP Contractor shall provide all labor, equipment, supplies, supervision, for leaf collection and disposal- In Accordance With Section C.5.10 FOB: Destination PSC CD: S208	95	Acre		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Herbicide application FFP Contractor shall provide all labor, equipment, supplies, supervision, for herbicide applicationl- In Accordance With Section C.5.8 FOB: Destination PSC CD: S208	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		691	Acre		
OPTION	Add'l mowing service levels FFP 1-3 total acres FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		20	Acre		
OPTION	Add'l mowing services levels FFP 4-5 total acres FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		600	Square Yard		
OPTION	Add'l flower bed maintenance total sq yd FFP FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		120,000	Square Yard		
OPTION	Add'l herbicide application total sq yd FFP FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		9	Months		
OPTION	Level 1 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level I In Accordance With Section C.5.2. FOB: Destination PSC CD: S208				

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		9	Months		
OPTION	Level 2 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level II In Accordance with Section C.5.3. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		9	Months		
OPTION	Level 3 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level III In Accordance With Section C.5.4. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		2	Semiannua		
			1		

OPTION	Level 4 Mowing Service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level IV - In Accordance With Section C.5.5. FOB: Destination PSC CD: S208
--------	--

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		95	Acre		

OPTION	Level 5 mowing Service (On-Demand) FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level IV - In Accordance With Section C.5.6. FOB: Destination PSC CD: S208
--------	--

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		3	Each		
OPTION	Flower Bed Maintenance and Pruning FFP Contractor shall provide all labor, equipment, supplies, supervision, for flower bed maintenance and pruning - In Accordance With Section C.5.7 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		95	Acre		
OPTION	Leaf collection and disposal total acres FFP Contractor shall provide all labor, equipment, supplies, supervision, for leaf collection and disposal- In Accordance With Section C.5.10 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		12	Months		
OPTION	Herbicide application FFP Contractor shall provide all labor, equipment, supplies, supervision, for herbicide applicationl- In Accordance With Section C.5.8 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		691	Acre		
OPTION	Add'l mowing services Levels FFP 1-3 total acres FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010		20	Acre		
OPTION	Add'l mowing services levels FFP 4-5 total acres FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011		600	Square Yard		
OPTION	Add'l Flower Bed Maintenance total sq yd FFP FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012		120,000	Square Yard		
OPTION	Add'l Herbicide Application total sq. yd FFP FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		9	Months		
OPTION	Level 1 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level I in Accordance With Section C.5.2. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		9	Months		
OPTION	Level 2 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level II In Accordance with Section C.5.3. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		9	Months		
OPTION	Level 3 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level III In Accordance With Section C.5.4. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		2	Semiannua		
OPTION	Level 4 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level IV - In Accordance With Section C.5.5. FOB: Destination PSC CD: S208		1		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		95	Acre		
OPTION	Level 5 mowing Service (On-Demand) FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level V - In Accordance With Section C.5.6. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		3	Each		
OPTION	Flower Bed Maintenance and Pruning FFP Contractor shall provide all labor, equipment, supplies, supervision, for flower bed maintenance and pruning - In Accordance With Section C.5.7. FOB: Destination PSC CD: S208				

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		95	Acre		
OPTION	Leaf collection and disposal FFP Contractor shall provide all labor, equipment, supplies, supervision, for leaf collection and disposal- In Accordance With Section C.5.10 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008		12	Months		
OPTION	Herbicide Application total sq. yds. FFP Contractor shall provide all labor, equipment, supplies, supervision, for herbicide applicationl- In Accordance With Section C.5.8 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009		691	Acre		
OPTION	Add'l mowing services levels FFP 1-3 total acres FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010		20	Acre		
OPTION	Add'l mowing services Levels FFP 4-5 total acres FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011		600	Square Yard		
OPTION	Add'l Flower Bed Maintenance total sq. y FFP FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012		120,000	Square Yard		
OPTION	Add'l Herbicide Application total sq. yd FFP FOB: Destination PSC CD: S208				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		9	Months		
OPTION	Level 1 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level I in Accordance With Section C.5.2. FOB: Destination PSC CD: S208				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		9	Months		
OPTION	Level 2 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level II In Accordance with Section C.5.3. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		9	Months		
OPTION	Level 3 mowing Service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level III In Accordance With Section C.5.4. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		2	Semiannua		
			1		

OPTION	Level 4 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level IV - In Accordance With Section C.5.5 FOB: Destination PSC CD: S208
--------	---

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		95	Acre		

OPTION	Level 5 mowing service on demand FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level V - In Accordance With Section C.5.6 FOB: Destination PSC CD: S208
--------	--

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		3	Each		
OPTION	Flower bed and pruning FFP Contractor shall provide all labor, equipment, supplies, supervision, for flower bed maintenance and pruning - In Accordance With Section C.5.7 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		95	Acre		
OPTION	Leaf collection and disposal FFP Contractor shall provide all labor, equipment, supplies, supervision, for leaf collection and disposal- In Accordance With Section C.5.10 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008		12	Months		
OPTION	Herbicide application FFP Contractor shall provide all labor, equipment, supplies, supervision, for herbicide applicationl- In Accordance With Section C.5.8 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009		691	Acre		
OPTION	Add'l mowing services Levels FFP 1-3 total acres FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010		20	Acre		
OPTION	Add'l mowing services Levels FFP 4-5 total acres FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011		600	Square Yard		
OPTION	Add'l Flower Bed Maintenance total sq yd FFP FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012		120,000	Square Yard		
OPTION	Add'l Herbicide Application total sq yd FFP FOB: Destination PSC CD: S208				

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		9	Months		
OPTION	Level 1 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level I in Accordance With Section C.5.2. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		9	Months		
OPTION	Level 2 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level II In Accordance with Section C.5.3. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		9	Months		
OPTION	Level 3 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level III In Accordance With Section C.5.4. FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		2	Semiannua		
OPTION	Level 4 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level IV - In Accordance With Section C.5.5. FOB: Destination PSC CD: S208		1		

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		95	Acre		
OPTION	Level 5 mowing Service (On-Demand) FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level V - In Accordance With Section C.5.6 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		3	Each		
OPTION	Flower Bed Maintenance and Pruning FFP Contractor shall provide all labor, equipment, supplies, supervision, for flower bed maintenance and pruning - In Accordance With Section C.5.7 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		95	Acre		
OPTION	Leaf collection and disposal FFP Contractor shall provide all labor, equipment, supplies, supervision, for leaf collection and disposal- In Accordance With Section C.5.10 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008		12	Months		
OPTION	Herbicide application FFP Contractor shall provide all labor, equipment, supplies, supervision, for herbicide applicationl- In Accordance With Section C.5.8 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009		691	Acre		
OPTION	Add'l mowing service Levels FFP 1-3 total acres FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010		20	Acre		
OPTION	Add'l mowing services Levels FFP 4-5 total acres FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011		600	Square Yard		
OPTION	Add'l Flower Bed Maintenance total sq yd FFP FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012		120,000	Square Yard		
OPTION	Add'l Herbicide Application total sq. yd FFP FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001		6	Months		
OPTION	Level 1 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level I in Accordance With Section C.5.2. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002		6	Months		
OPTION	Level 2 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level II In Accordance with Section C.5.3. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003		6	Months		
OPTION	Level 3 mowing service FFP Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level III In Accordance With Section C.5.4. FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004		1	Semiannua		

OPTION Level 4 mowing service  
 FFP  
 Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level IV - In Accordance With Section C.5.5.  
 FOB: Destination  
 PSC CD: S208

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005		95	Acre		

OPTION Level 5 mowing service on demand  
 FFP  
 Contractor shall provide all labor, equipment, supplies, supervision, for grass mowing, trimming, and edging for Maintenance Level V - In Accordance With Section C.5.6  
 FOB: Destination  
 PSC CD: S208

---

 NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006		2	Each		
OPTION	Flower bed maintenance and pruning FFP Contractor shall provide all labor, equipment, supplies, supervision, for flower bed maintenance and pruning - In Accordance With Section C.5.7 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007			Acre		
OPTION	Leaf collection and disposal FFP Contractor shall provide all labor, equipment, supplies, supervision, for leaf collection and disposal- In Accordance With Section C.5.10 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008		6	Months		
OPTION	Herbicide application FFP Contractor shall provide all labor, equipment, supplies, supervision, for herbicide applicationl- In Accordance With Section C.5.8 FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009		345	Acre		
OPTION	Add'l mowing services levels FFP 1-3 total acres FOB: Destination PSC CD: S208				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010		20	Acre		
OPTION	Add'l mowing services levels FFP 4-5 total acres FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011		300	Square Yard		
OPTION	Add'l Flower Bed Maintenance total sq yd FFP FOB: Destination PSC CD: S208				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012		60,000	Square Yard		
OPTION	Add'l Herbicide Application total sq yd FFP FOB: Destination PSC CD: S208				

---

 NET AMT

## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**C.1. GENERAL INFORMATION****C.1.1. INTRODUCTION**

This Performance Work Statement (PWS) provides a description of the grass cutting services required to support the United States Army Corps of Engineers (USACE) Engineering Research and Development Center (ERDC), hereafter referred to as ERDC. The layout of the PWS is as follows:

- Section C-1. (General Information) – Provides general information necessary to understand the requirements of the PWS.
- 
- Section C-2. (Definitions and Acronyms) – Provides the definitions and acronyms used throughout the PWS and in performance of the stated services
- 
- Section C-3. (Government-Furnished Property and Services) – Provides the property and services the Government will provide to the Service Provider in performing the PWS stated services.
- 
- Section C-4. (Contractor-Furnished Property, Facilities, and Services) – Provides information on the property, services, or support the Government will not provide to the Contractor in performing the PWS stated services and that may be required or necessary for Service Provider performance.
- 
- Section C-5. (Specific Services/Tasks) – Provides the required services/tasks the Contractor shall perform to meet the requirements of the USACE DPW solicitation.
- 
- Section C-6. (Applicable Publications and Forms) – Provides the mandatory/advisory regulations, directives, policies, instructions, and forms that are utilized in the performance of the PWS stated services.
- 
- Technical Exhibits (TEs) – Provides greater detail supporting information pertaining to the services/tasks stated in the PWS.

**C.1.2. SCOPE OF WORK**

The Contractor shall furnish all labor, equipment, supplies and materials necessary for grass mowing, edging, trimming and other grounds maintenance services described herein at the ERDC main campus, 3909 Halls Ferry Road, Vicksburg, Mississippi 39180-6199 Big Black Test Site in Bovina, MS and the Flowers Site in Flowers, MS. All services shall be performed in accordance with the attached specifications, Technical exhibits and Drawing P-156H. The Contractor's office and/or branch office shall be no more than 60 miles from Vicksburg, MS.

**C.1.3. LOCATION AND DESCRIPTION OF FACILITY**

The main ERDC campus lies within the west part of Warren County approximately 2.5 miles south of Interstate Highway 20 at Vicksburg, Mississippi.

#### **C.1.4. ERDC REGULATIONS**

The Contractor and his/her employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer (KO).

#### **C.1.5. ENVIRONMENTAL PROTECTION**

The Contractor shall comply with all applicable federal, state, and local laws, and with the regulations and standards as requested by the KO. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine and all other costs. The Contractor shall also clean up any oil spills that result from the Contractor's operations.

#### **C.1.6. CONTRACT MANAGEMENT**

The Contractor shall provide a work force possessing the skills, knowledge, and training to perform the services required by this PWS.

##### **C.1.6.1. PERSONNEL ROSTER**

The Contractor shall provide a list of employees to the COR, reflecting each employee's name, and job title to the COR within 14 calendar days of contract award. The Contractor shall update the list within one normal working day of any changes.

##### **C.1.6.2. EMPLOYMENT OF FOREIGN NATIONALS**

In the event, the Contractor chooses to employ a foreign national; they shall follow the procedures outlined in ER 380-1-18 to obtain security clearance prior to allowing access to the installation.

##### **C.1.6.3. CONFLICT OF INTEREST**

The Contractor shall not employ off-duty COR or Government surveillance personnel (i.e. Quality Assurance Specialist, Technical Monitors, Inspector or other persons), if such employment would create a conflict of interest or be contrary to any law, regulation, Executive Order, or policy of the Department of Defense or USACE.

##### **C.1.6.4. IDENTIFICATION BADGES**

The Contractor personnel shall wear their Government-issued identification badges at all times while on duty. These badges must be in a visible location on their person without hindering safe working habits. The Contractor shall turn in to the Government the identification cards of all employees upon termination of the employee or completion of the Contract. Contractor employees shall not wear any part of a current authorized military uniform while performing work under the Contract. The Contractor shall be responsible for the supervision and conduct of his employees.

##### **C.1.6.5. DRIVING RESTRICTIONS**

All Contractor personnel operating vehicles or equipment shall possess a current and valid driver's license with all class and commodity endorsements required by state law

for the type of vehicle operated and commodity being transported. As required by AR 190-5, Contractor personnel shall follow all federal, state, and local laws for continued compliance with inspection and insurance laws. Contractor employees must operate vehicles safely and in accordance with all federal, state, local, and installation traffic laws

#### **C.1.6.6. CONDUCT OF PERSONNEL**

In accordance with 5 CFR, Part 2635 Standards of Ethical Conduct for Employees of the Executive Branch, the CO/COR may require the Contractor to immediately remove from the job site a Contractor employee cited for misconduct, security violations, or actual or suspected use of alcohol, drugs, or other incapacitating agents. The removal from the job site shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this PWS.

#### **C.1.7. CONTRACTOR LIABILITY**

Plants (including turf, trees, shrubs, and ground covers) damaged by the Contractor's vehicles, equipment, personnel, or any other damage shall be replaced or repaired in an approved manner at no additional cost to the Government. Government-owned or privately owned property damaged by the Contractor's operations under this contract shall be replaced or repaired to original condition by the Contractor at no additional cost to the Government.

#### **C.1.8. NORMAL OPERATING HOURS**

The Contractor shall provide all services identified in these specifications during normal hours of operation unless approved by the COR. The normal hours of operation for the ERDC are 7:00 A.M. to 4:30 P.M., Monday through Friday.

##### **C.1.8.1. AFTER HOURS AND WEEKEND WORK**

The contractor may continue to work after 4:30 PM as long as there is daylight. Weekend work shall only be allowed under extenuating circumstances and shall not be allowed as part of the regular cutting schedule. The Contractor shall send a written request to the COR for prior approval of weekend work. Weekend work will only be allowed at no additional cost to the Government.

##### **C.1.8.2. LEGAL HOLIDAYS**

The Contractor will not be allowed to work on legal holidays. When a designated legal holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday. This list of holidays relates to Government duty days, and is not intended to supplement or otherwise alter the provisions of the Wage Determination regarding paid holidays.

#### **C.1.9. QUALITY CONTROL**

The Contractor shall develop and maintain a quality control program to ensure services are performed in accordance with commonly accepted commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

#### **C.1.9.1. QUALITY CONTROL PLAN**

The Contractor shall establish and implement a complete Quality Control Program (QCP) that, at a minimum, includes (1) a self-inspection plan; (2) internal staffing; and (3) schedule for mowing, herbicide, flower bed, and pruning the Contractor will use to meet the quality, quantity, timeliness, responsiveness, and customer satisfaction of the solicitation; and results in timely corrective action throughout the life of the contract. The Government will perform final review and acceptance of the QCP and subsequent changes after award. Proposed changes to the QCP shall be submitted to the COR not later than 10 working days prior to the proposed effective date of the change.

#### **C.1.10. QUALITY ASSURANCE**

The Government will inspect and monitor the Contractor's performance under this contract using the quality assurance procedures specified in the Performance Requirements Summary (PRS) which is provided as Technical Exhibit 1.

##### **C.1.10.1. QUALITY ASSURANCE SURVEILLANCE**

The COR will appoint a Quality Assurance Evaluator (QAE), to monitor performance to ensure services are received under this contract. The QAE will evaluate the Contractor's performance through close on-site inspections. The Contractor and the QAE shall coordinate work schedules and inspections to best evaluate Contractor performance. The Government may use a combination of unscheduled, 100%, random and/or planned inspection(s). The primary methods of surveillance are planned inspection, and customer feedback.

##### **C.1.10.2. CONTRACTOR DEFICIENCY REPORT**

When the Contractor fails to perform according to the performance standards, the COR will notify the Contractor in writing by issuing a Contractor Deficiency Report (CDR), stating the nature and extent of the deficiency. The Contractor shall explain in writing, as per the schedule outlined in Technical Exhibit 3, why performance was less than satisfactory and how to prevent recurrence.

##### **C.1.10.3. CONTRACTOR PERFORMANCE EVALUATION MEETING**

The COR will conduct performance evaluation meetings at a designated location not more than one full work day after a CDR is issued. Mutual effort will be made to resolve any problems identified at any meetings between the Contractors, Superintendent(s), COR and/or his/her representative(s). Written minutes of performance evaluation meetings shall be prepared by the COR or his/her representative(s) and signed by the COR and the Contractor or the Contractor Representative(s). Should the Contractor not concur with any decisions, etc. contained within the minutes, the Contractor shall state so in writing, and request a final decision by the COR.

#### **C.1.11. WORK CONTROL**

The Contractor shall perform the tasks specified in the PWS, and provide all services and management required to perform the work described and meet all performance standards as specified. Standards are specified in the PWS, attached Performance Requirement Summary (PRS), TEs, and Mandatory Publications for the required work. Where publications containing standards are advisory in nature, acceptance of the work shall be based on the reasonable and logical judgment of the COR using the standards as guidance.

##### **C.1.11.1. AMOUNT OF WORK**

The total number of cuttings and edgings required by this PWS is a specific value. Weather conditions may affect the growing season as well as access to cutting areas. Therefore, all cuttings estimated will be scheduled.

#### C.1.11.2. SCHEDULING

The Contractor shall schedule, control, and perform all work described in this PWS in accordance with all terms and conditions contained in this PWS. The Contractor shall develop and provide written work schedules for all maintenance levels in a mowing plan.

#### C.1.11.3. UNSATISFACTORY PERFORMANCE

If the Performance of any required service is unsatisfactory, and is the fault of the Contractor, the Contractor will immediately correct prior to proceeding to another area. Work that does not meet the contract specifications will be deemed unsatisfactory. Failure to do so may result in a payment deduction as determined by the PRS. It may also result in the issuance of a Contract Discrepancy Report by the CO.

#### C.1.11.4. RE-WORK

The Contractor shall, when directed by the COR, perform work that was not performed, or re-perform work that was performed in an unsatisfactory manner. The response time and quality requirements as set forth in this specification shall also apply to rework actions. Normally, re-performance will not be permitted on services required on a highly repetitive basis. The Contractor shall not receive additional payment for re-work.

#### C.1.11.5. UNFINISHED WORK

Generally, the Contractor shall not leave an area unfinished. If circumstances beyond their control dictate unfinished work, the Contractor may request payment for partial completion. The amount will be determined by a percentage of the total acreage or linear feet per sheet completed.

#### C.1.12. PAYMENT

**THE CONTRACTOR SHALL BILL THE GOVERNMENT ON A MONTHLY BASIS. PAYMENT SHALL BE MADE ONLY FOR ACTUAL SERVICES, PROVIDED BY THE CONTRACTOR AS SPECIFIED IN THIS PWS. THE CONTRACTOR MUST MEET THE TECHNICAL REQUIREMENTS OF THIS PWS TO BE PAID FOR SERVICES RENDERED. REIMBURSABLE WORK FOR ADDITIONAL SERVICES SHALL BE INCLUDED AS SEPARATE BILLABLE ITEMS. FINAL PAYMENT FOR ALL WORK IS SUBJECT TO THE PERFORMANCE REQUIREMENTS AS OUTLINED IN THE PRS.**

#### **C.1.13 SUBMITTALS**

C1.13.1 SUBMITTED WITH PROPOSAL: See Section L for Proposal Preparation and Submittal Instructions.

C.1.13.2 SUBMITTED AFTER AWARD



**C.1.13.2.1 ACCIDENT PREVENTION PLAN**

The Contractor shall prepare an outline of his plan to prevent accidents in accordance with Section C1.15 Safety and Occupational Health.

**C.1.13.2.2 QUALITY CONTROL PLAN**

The Contractor shall submit a Quality Control Plan as per Section C.1.9.

**C.1.13.2.3 PERSONNEL ROSTER**

The Contractor shall submit a Personnel Roster as per Section C.1.6.

**C.1.13.2.4 Certificate of Insurance****C.1.14 SECURITY****C.1.14.1 SEARCH AND SEIZURE**

In accordance with 41 CFR Part 120-74, Facility Management, Contractor personnel and property shall be subject to search and seizure upon entering the federal complex. All persons and vehicles entering the installation will be subject to inspection for firearms, explosive, and dangerous weapons.

**C.1.14.2 ACCESS TO SECURE AREAS**

Access to Explosives Storage Area, Vehicle Impoundment Area, Log Truck Test Track, and Building 5008 or any future locations shall be coordinated through the Contracting Officer's Representative (COR).

**C.1.14.3 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES**

The contractor and all associated subcontractors' employees shall comply with applicable ERDC installation, access and local security policies and procedures. Policies and procedures will be provided by the ERDC Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and local policies. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

**C.1.14.4 SUITABILITY INVESTIGATION REQUIREMENTS**

Contractor and employees of the contractor are required to be citizens of the United States and must maintain such status during the duration of this contract. Each of the Contractor's employees is required to submit investigative paperwork for a National Agency Check with Written Inquiries (NACI) for a Suitability Investigation. The contractor shall ensure that each contractor employee coordinates with the Government Security Office and submits appropriate investigative forms and the required information for the Suitability Investigation prior to beginning work.

**C.1.14.5 ONSITE ACCESS**

The Government has the right to restrict on-site access to any contractor personnel who is identified as a potential threat to the health, safety, security, or operational mission of the Corps of Engineers.

### **C.1.15 SAFETY AND OCCUPATIONAL HEALTH**

The Contractor shall comply with all applicable provisions of EM 385-1-1 entitled "Safety and Health Requirements Manual." The EM is available at <http://www.hq.usace.army.mil>

#### **C.1.15.1. ACCIDENT PREVENTION PLAN (APP)**

Contractor shall prepare and submit an APP to the COR for approval prior to start of on-site work. It shall be site specific and apply to the work being performed. The minimum basic outline for an APP is spelled out in EM 385-1-1. The APP will be strictly enforced by the ERDC Safety Environmental Management Office.

#### **C.1.15.2. THE EXPLOSIVES STORAGE AREA**

This area is designated as a "No Smoking" area. Personnel working in the area shall comply with all posted regulations. Extreme caution shall be used to prevent sparks and ricocheting of materials that might cause sparks.

#### **C.1.15.3. ACCIDENT REPORTING**

The Contractor shall maintain an accurate record of accidents resulting in traumatic injury or death, and of accidents resulting in damage to Government property, supplies, or equipment. The Contractor shall report accidents in accordance with the requirements listed in EM-385-1-1 and AR 385-40 to the COR and Safety Office within 24 hours of the accident.

#### **C.1.15.4. FIRE PROTECTION**

The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire hazards to persons, facilities, and materials.

## **C.2. DEFINITIONS/ACRONYMS**

As used throughout this PWS, acronyms shall have the meanings set forth below. This is not an all-inclusive list. Other acronyms and abbreviations are listed in applicable publications and in AR 310-50, Catalog of Abbreviations and Brevity Codes.

CDR	Contract Discrepancy Report
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer's Representative
DA	Department of the Army
DPW	Directorate of Public Works
DOD	Department of Defense
FAR	Federal Acquisition Regulation
GFE	Government Furnished Equipment
GFF	Government Furnished Facility
IAW	In Accordance with
OSHA	Occupational Safety and Health Administration
POC	Point of Contact
PRS	Performance Requirements Summary

PWS	Performance Work Statement
QA	Quality Assurance
QAE	Quality Assurance Evaluator
QAI	Quality Assurance Inspector
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
SOW	Statement of Work
TE	Technical Exhibit

### **C.2.1. DEFINITIONS**

Special terms and phrases used herein shall have the meanings set forth below. This is not an all-inclusive list. The Contractor shall ensure that all terminology used in the PWS are understood by Contractor personnel. In the event that any term needs further explanation, the Contractor should request the COR to provide the necessary information.

**Acceptable Quality Level (AQL):** The maximum percent defective, the maximum number of defects per hundred units, or the number of defects in the lot that can be considered satisfactory on the average, or degree of deviation from perfect performance for such specific contract requirement before the Government will consider contract performance unacceptable. As long as the defective performance does not exceed the AQL, the Government will not reject the services. However, performance at an AQL does not imply that the Contractor may knowingly perform in an unsatisfactory manner.

**Contract Discrepancy Report (CDR):** A report initiated by the Government, which the Contractor is required to complete whenever performance is unsatisfactory. The CDR requires the Contractor to explain, in writing, why performance was unsatisfactory, how performance will be returned to satisfactory levels, and the corrective action that will be taken to prevent recurrence.

**Contract Line Item Number (CLIN):** Specific line item tasks listed in the contract.

**Contracting Officer (CO):** A person duly appointed with the authority to enter into and administer Contracts on behalf of the Government.

**Contracting Officer Representative (COR):** Individual designated in writing by a Contracting Officer to act as his/her authorized representative within the scope and limitations as defined by the Contracting Officer.

**Corrective Action:** Consists of those efforts required to correct deficiencies, determine that other products are not similarly defective; and ensure deficiencies do not re-occur.

**Cutting Season:** The period during the year in which grass is maintained by mowing, trimming and edging. For the purpose of this Contract, the cutting season is defined as the period of March 1<sup>st</sup> through November 30<sup>th</sup>.

**Damage:** Ineffective technical assistance that is not readily noticeable at the time of delivery of the technical service.

**Deduct:** An action taken by the Government to reduce the Contract price when the Contractor does not provide a service or product meeting standards outlined in the specifications.

**Defect:** Each instance of non-compliance with a Contract requirement. A defect may be caused by either non-performance or poor performance. Each defect is subject to deductions.

**Directorate of Public Works (DPW):** The directorate with responsibility for maintenance of all facilities and grounds.

**Environmental Protection:** Formalized responsibilities, policies, and procedures established to preserve, protect, and restore the quality of navigable waters; near-shore, open, and any other surface waters; ground water; drinking water; land surface or subsurface area; and ambient air.

**One-Hundred Percent (100%) Inspection:** One-hundred percent inspection is surveillance of all the Contractor's work on a scheduled basis.

**Percent of Sample Found Defective:** Determined by dividing the number of defects by the sample size. When the reject number has been equaled or exceeded, this percentage is used to calculate an equitable deduction from the Contractor's payments.

**Performance Requirements Summary:** Identifies the key product or service outputs of the contract that will be evaluated by the Government to assure contract performance of the Contractor meets established standards. (Other products or services may also be inspected under the authority of the Inspection of Services clause.) The PRS shows representative contract requirements, the component requirements related to each contract requirement, the price of each work requirement as a percentage of the associated contract requirement, the standard of performance, and the acceptable quality level (AQL) for each work requirement.

**Performance Work Statement (PWS):** A statement in the solicitation that identifies the technical, functional, and performance characteristics of the agency's requirements. The PWS is performance-based and describes the agency's needs (the "what"), not specific methods for meeting those needs (the "how"). The PWS identifies essential outcomes to be achieved, specifies the agency's required performance standards, and specifies the location, units, quality and timeliness of the work.

**Quality Assurance (QA):** Those actions taken by the Government to determine that the services received meet the Contract requirements.

**Quality Assurance Evaluators (QAE):** Government employees responsible for checking Contractor performance.

**Quality Assurance Surveillance Plan (QASP):** An organized written document used for quality assurance surveillance. The document contains sampling guides, checklists, and decision tables.

**Quality Control (QC):** Those actions taken by the Contractor to ensure that the standards and requirements of the Contract are met.

**Restricted Area:** Those areas designated by the Commander that require control of personnel for security and equipment for protection of personnel and property.

## **C.3. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT AND SERVICES**

### **C.3.1. GENERAL**

The Government will offer the following Government-Furnished Property and Services on the Contract start date. Government-Furnished Property will be provided "as is" and shall be used exclusively in performance of the Contract. The Directorate of Public Works will provide the Contractor a location for a staging area located at SE of building 3280 for storage of all grass cutting equipment.

### **C.3.2. UTILITIES AND SERVICES**

The Government will provide water and electricity service to the Contractor's assigned main cantonment work area if necessary. The Government will provide neither natural gas service, sewer service, nor refuse collection service to the Contractor's work area.

### **C.3.3. MAPS DRAWINGS**

The Government will furnish installation maps and drawings, which will show the location and approximate acreage of grounds to be mowed and trimmed by the Contractor. These maps will be digital and used to report mowing status to the Government.

## **C.4. CONTRACTOR FURNISHED EQUIPMENT AND SERVICES**

The Contractor shall provide everything necessary to fulfill the requirements of the Contract, except what is specified in C.3 GOVERNMENT-FURNISHED PROPERTY, EQUIPMENT AND SERVICES. All Contractor-furnished equipment shall meet all applicable Federal, State, local and Department of Defense and Army laws, codes, and regulations. Contractor-furnished equipment is subject to Government inspection.

### **C.4.1. EQUIPMENT GUIDELINES**

The Contractor's equipment shall be equipped with protective and safety features, in good repair, and clean. The COR may require the Contractor to remove from the installation, Contractor-furnished equipment that is inoperable or unserviceable for any reason.

### **C.4.2. EQUIPMENT**

The Contractor shall ensure that all safety guards and chains are in place and fully operational when mowers, trimmers and edgers are in use to prevent damage to trees, shrubs, structures, and injury to personnel and personal property. Equipment shall be of the type normally used for grass cutting operations appropriate to each mowing location. Hearing and Eye protection shall be used at all times while operating equipment.

#### **C.4.2.1. RESTRICTIONS**

Riding equipment shall not be used on the upstream or downstream slopes of the dam at Building 1006 nor in the Explosive Storage area. Riding equipment shall not be used on slopes that exceed a ratio of 1 vertical to 3 horizontal. All riding equipment used in mowing operations for Level I and Level II maintenance shall be equipped with turf type tires on all wheels (both front and rear). All self-propelled and walk behind equipment shall also be equipped with turf and not tractor type tires.

#### **C.4.2.2. INSPECTIONS**

The Contractor shall inspect equipment periodically in accordance with the approved schedule in the operating plan, and replace all broken, damaged, or badly worn parts and assemblies.

#### **C.4.2.3. STORAGE**

The contractor will not be allowed to store equipment on the ERDC campus.

#### **C.4.2.4. OPERATION**

Equipment shall be operated so as not to damage the turf, trees, or hit other obstructions. Equipment shall not be operated in an unsafe manner including excess speed for existing conditions on operator ridden\driven equipment.

### **C.4.3. LICENSES AND PERMITS**

The Contractor shall be responsible for obtaining all required licenses and permits for performance of work, in compliance with all applicable federal, state and local laws and in accordance with Contract requirements.

### **C.4.4. COMMUNICATIONS EQUIPMENT**

The Contractor shall provide a system of communication between his main office, all Contractor-furnished vehicles, key Contractor personnel, and the Government. The communications system shall be capable of transmitting and

receiving from all locations on the ERDC Vicksburg military reservation where contract work is to be performed. Cellular telephones are acceptable.

## **C.5. SPECIFIC TASKS**

### **C.5.1. INTRODUCTION**

The Contractor shall mow, trim and edge grass on the designated areas. The areas to be maintained are divided into 5 maintenance levels as shown on the contract Technical Exhibits and drawings. Grass cutting for each area shall include a uniform cut over the entire area not to exceed the maximum height for that level. An area shall not be considered complete unless the entire area is mowed BELOW the maximum height requirement, trimmed, and edged as specified herein. Maintenance Levels I-V shall have a neat and clean appearance with no stickups and shall not exceed the Maximum height requirement and must be cut at a minimum of the frequency stated. Once an area is started, workers must remain in that area until it is finished. This includes removal of clippings as referenced in this section, paragraph C.5.2.1.1. If an area is not below the maximum height requirement payment shall be withheld.

### **C.5.1.2 Summary of Requirements**

Maintenance Level	Period	Requirement	Frequency
I	March 1 - November 30	4 inch maximum height	Minimum twice per month
II	March 1 - November 30	5 inch maximum height	Minimum once per month
III	March 1 - November 30	8 inch maximum height	Minimum May, July, September, November
IV	March 1 - November 30	Cut to 4 inches Semiannually	May and October
V	When Directed	Cut to Directed Height	When Directed
Flower Bed Maintenance and Pruning of Shrubs		Minimum 3 inches of Mulch in Flower beds, see section 5.7	April, June, October (Crape Myrtle pruning in March)
Herbicide		No Vegetative growth, See Paragraph 5.8	12 months per year
Leaf collection		See Paragraph 5.10	November – February

			Where Directed
--	--	--	----------------

**Estimated Quantities:**

Level I – 95 acres ERDC

Level II – 56 acres ERDC, 53 acres Big Black Test Site

Level III – 78 acres ERDC, 15 acres Flowers Site

Level IV – 17 acres ERDC

Level V – 95 acres ERDC

Flower Beds- 7,963 square yards

Herbicide - 29,621 square yards

\*\*\*Quantities are approximate it is recommended that all quantities are verified before bidding.\*\*\*

**C.5.2. LEVEL I GRASS CUTTING AND FINISH WORK**

All areas located within this maintenance level shall have a neat and clean appearance with no stickups and shall not exceed the Maximum height of four (4) inches and must be cut at a minimum of twice per month from March – November. See Technical Exhibit 2.

**C.5.2.1. GRASS CUTTING**

Grass areas close or adjacent to buildings, hydrants, parking lots, manholes, fences, trees, hedges, and shrubs are included in mowing requirements, and may require hand mowing or trimming. If any bare ground within the limits of a lawn area becomes vegetated with grass, weeds, or other similar growths through natural spread, it shall be maintained as part of the basic contract.

**C.5.2.1.1. Mowing**

Mowing equipment shall have sharp cutting edges that produce a neat, clean, and even cut. Use of mowing equipment that is out of adjustment, thereby causing streaks or irregularities, uneven cutting, plowing, or gouging of the soil, is not permitted. After mowing, grass shall have a uniform height. Grass clippings shall be uniformly distributed over the mowed area, and shall not be windrowed or deposited in piles or clumps. Grass clippings and trimmings shall be removed from sidewalks and other paved areas the same day that the grass is cut.

**C.5.2.1.2. Trimming**

Trimming is an operation parallel to the ground. Trimming around trees, shelters, building foundations, and other obstructions shall only be accomplished with walk behind power mowers, string trimmers, and hand tools. Obstructions include but are not limited to: valve boxes, fences around sumps, meters in the ground,

paved and unpaved drainage ditches, downspouts on buildings, piping and conduits at buildings, pumps and transformers, power and telephone poles and guide wires; individual plants and planting beds. The same height of cut being accomplished by the riding mower in that area shall be maintained when using hand mowers, trimmers and other hand tools. Trimming shall occur in conjunction with each mowing.

#### **C.5.2.1.3. Edging**

Edging is an operation perpendicular to the surface of the ground. All areas where grass meets a sidewalk, curb or pavement shall be edged so that there is no grass overhang. All grass on the non-turf side of the edging shall be removed at the same time and frequency of clippings on sidewalks, streets, parking lots, etc. Edging shall occur in conjunction with each mowing.

#### **C.5.2.2. DEBRIS REMOVAL**

Prior to cutting, any debris that would detract from the finished appearance of the cut or present a safety hazard shall be removed from within the maintenance area. Areas shall be cleared of litter, fallen bush, and tree limbs, up to 6" diameter at the large end, from each mowing area before mowing begins. Debris shall be collected and disposed of off- site daily during the mowing season. Surface drains and catch basins in the cutting areas shall be inspected after each mowing and cleared of any debris or vegetation that would dam or inhibit the flow of runoff water.

#### **C.5.2.3. CLIPPINGS REMOVAL**

All grass clippings shall be promptly removed from sidewalks, streets, parking lots and other affected paved areas on the same day the grass is cut trimmed or edged.

#### **C.5.2.4. ERRANT GROWTH**

No plant growth shall be allowed to grow from inside the valve boxes or cracks in equipment pads, drop inlets or catch basins.

#### **C.5.2.5. SCALPING**

Extreme care shall be taken by the Contractor to assure that no scalping occurs in any area or location. Should scalping occur, the Contractor shall be responsible for the immediate repair of the area by resodding with healthy grass sod.

### **C.5.3. MAINTENANCE LEVEL II**

All areas located within this maintenance level shall have a neat and clean appearance with no stickups and shall not exceed the Maximum height of five (5) inches and must be cut at a minimum of once per month from March – November. See Technical Exhibit 2. All other requirements for Level II grass cutting are specified in section C.5.2., trimming, edging, debris, clippings, and scalping.

### **C.5.4. MAINTENANCE LEVEL III**

All areas located within this maintenance level shall have a neat and clean appearance with no stickups and shall not exceed the Maximum height of eight (8) inches and must be cut at a minimum of May, July, September, and November during the cutting season. See Technical Exhibit 2. All other requirements for Level III grass cutting are specified in section C.5.2., trimming, debris, clippings, and scalping. Edging is not required.



**C.5.5. MAINTENANCE LEVEL IV**

All areas located within this maintenance level shall have a neat and clean appearance and shall be cut to a height of 4 inches twice per year. (Once in May and once in October.) See Technical Exhibit 2. All other requirements for Level IV grass cutting are specified in section C.5.2., trimming, debris, clippings, and scalping. Edging is not required.

**C.5.6. MAINTENANCE LEVEL V**

Covers the entirety of the ERDC. This Level will be used as requested by the COR to cut any areas, at any time, to meet any maintenance Level (Maintenance Levels I-IV).

**C.5.7. FLOWER BED MAINTENANCE AND PRUNING OF SHRUBS**

**C.5.7.1 SCOPE:** The work covered by this section consists of performing all operations in connection with Flower Bed Maintenance and hedges/shrubs/tree pruning. The contractor shall provide flower bed maintenance and pruning a minimum of 3 times a year in April, June, and October. (Crape Myrtles in March)

**C.5.7.2 FLOWER BED MAINTENANCE:** The Contractor shall completely remove all weeds and grasses from areas located within the colored boundaries shown on planter bed drawings P-156H. Pre-emergent weed control materials may be used as long as the shrubbery is not damaged (The contractor will be held liable for any shrubbery/trees damaged by Herbicide). The Contractor shall install brown mulch in all flower bed maintenance areas to a minimum depth of 3 inches. All weeds, trash, dead leaves, and other dead plant growth shall be removed and disposed of off the premises by the contractor the same working day.

**C.5.7.3 PRUNING OF SHRUBS:** All shrubs, bushes, hedges, ivy, and other plants shall be trimmed or pruned, thinning out the superfluous wood leaving all lower branches, cutting back of the tops and sides as needed to present a good appearance and accordance with best horticulture practices and all plants shall keep a healthy and pleasing appearance. Shrubs and hedges shall not be permitted to grow up in front of windows, over entrances, or high enough to obstruct vision at intersections of adjacent streets. Prune shrubs adjacent to buildings and fences to provide a minimum of one foot clearance. Ivy ground covers shall be pruned to prevent them from growing on trunks of trees and on buildings. The contractor shall trim/prune crape myrtles once a year in March (this shall be included in CLIN XXX6). All trimmings resulting from work under this section shall be collected and disposed of off the premises by the contractor. For purposes of this section, shrubs are defined as a perennial plant having multi trunks with branches developing close to the ground. The sump #15 located at Gate #2 near building 1008, Gate One, Gate Six and Gate Seven shall also be included in up-keep. Hedges shall be trimmed at the level to be aesthetically pleasing and to insure they do not touch buildings, walkways, and roadsides and in manner to promote

Note: Provisions shall be made for unscheduled maintenance work that may be required between scheduled tasks in preparation for special high profile events held at the Laboratory/facilities such as building 1000, 1006, 3200, 3270 and 8000.

**C.5.8 HERBICIDE APPLICATION**

**C.5.8.1 General Herbicide Application:** The Contractor shall maintain the ERDC facilities by applying herbicide to the areas shown on drawings P-156H to insure no vegetative growth in these areas 12 months per year (CLIN XXX8). It is the contractor's responsibility to observe these areas and proactively ensure no vegetation is growing. This requirement is not for monthly herbicide spraying but is to ensure areas are free of vegetation for 12 months per year. The COR will review these areas and ensure no vegetation is growing, if vegetation is growing in these areas the contractor will be asked to reapply herbicide and the monthly payment may be withheld.

**C.5.8.2 General Practices:**

All applicators shall comply with all applicable federal, state (MS) and herbicide manufacturer's directions and requirements for handling herbicides including; storage, transportation, application, container disposal, and cleanup of spills.

**C.5.8.3. Additional Herbicide Application:** COR requested herbicide application. (Contract Line item CLIN XX12) This line item is for herbicide application by the Square yard to areas requested by the COR. These applications may be used for the entire ERDC facility. Herbicide treatments must meet the following minimum requirements. Areas shall be sprayed with herbicide containing at a minimum 41% Glyphosate and sprayed at a minimum rate of the manufacturer's recommendation.

C.5.8.3.1 The contractor may be required to provide proof of herbicide used.

C.5.8.3.2 All actual pesticide applications by the Square Yard shall be recorded and submitted under Additional Optional Contract Line item (CLIN XX12). Additional spraying shall only be conducted at the request of the COR.

#### **C.5.9.4 Spill Management:**

All applicators shall carry a Spill Prevention and Control Plan. The Plan shall provide detailed descriptions on how to prevent a spill or ensure effective and timely containment of any chemical spill. The Spill Prevention and Control Plan shall include spill control, containment, clean up, and reporting procedures.

A spill kit shall be available to all persons making applications within 150 feet from the site of the application.

Spill Cleanup Kit: Each applicator vehicle carrying herbicides shall be equipped with a spill cleanup kit. The cleanup kit shall be capable of containing and holding at least 125% of the total mixture and concentrate that are present on the work site.

Spill Reporting: The applicator shall report all details of herbicide spills, exposure incidents, or accidents and/or worker health complaints, if any occur, to the Corps as soon as practicable (but NLT 24 hours after the incident or accident).

Mixing: Mixing (other than that of equipment that mixes internally as applications are being made) shall be performed within a temporary structure made of impermeable material such as plastic that is capable of containing at least 125% of the capacity of the spray tank that is being used, or on appropriate absorbent materials of sufficient capacity to absorb the entirety of that volume of the tank being mixed.

#### **5.10 LEAF COLLECTION AND REMOVAL**

The Contractor shall collect all leaves, pine straw, pinecones, limbs, and other debris from the improved grounds and present a clean, neat, and professional appearance of the installation. December - February to areas specified by the COR, the area is not to exceed the area specified in CLIN (0007). The areas to receive Leaf Collection and Removal will be specified by the COR.

## **C.6. APPLICABLE PUBLICATIONS**

Publication No./ Section/Para/Line	Title	Date
CODE OF FEDERAL REGULATIONS (CFR)		
5 CFR, Part 2635	<a href="#">Standards of Ethical Conduct for Employees of the Executive Branch</a>	Latest
41 CFR, Part 120-74	<a href="#">Facility Management</a>	Latest

Publication No./ Section/Para/Line	Title	Date
USACE MANUALS AND REGULATIONS		
EM 385-1-1	<a href="#">USACE Health and Safety Requirement Manual</a>	Latest
ARMY REGULATIONS		
AR 190-5	<a href="#">Motor Vehicle Traffic Supervision</a>	Latest
AR 310-50	Catalog of Abbreviations and Brevity Codes	Latest
AR 385-40	<a href="#">Accident Reporting and Records</a>	Latest
USACE MANUALS AND REGULATIONS		
ER 380-1-18	<a href="#">Technology Transfer, Disclosure of Information and Contact with Foreign Representatives</a>	Latest

## 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	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
1005	N/A	N/A	N/A	Government
1006	N/A	N/A	N/A	Government
1007	N/A	N/A	N/A	Government
1008	N/A	N/A	N/A	Government
1009	N/A	N/A	N/A	Government
1010	N/A	N/A	N/A	Government
1011	N/A	N/A	N/A	Government
1012	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government
2005	N/A	N/A	N/A	Government
2006	N/A	N/A	N/A	Government
2007	N/A	N/A	N/A	Government
2008	N/A	N/A	N/A	Government
2009	N/A	N/A	N/A	Government
2010	N/A	N/A	N/A	Government
2011	N/A	N/A	N/A	Government
2012	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government
3004	N/A	N/A	N/A	Government
3005	N/A	N/A	N/A	Government
3006	N/A	N/A	N/A	Government
3007	N/A	N/A	N/A	Government
3008	N/A	N/A	N/A	Government

3009	N/A	N/A	N/A	Government
3010	N/A	N/A	N/A	Government
3011	N/A	N/A	N/A	Government
3012	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4002	N/A	N/A	N/A	Government
4003	N/A	N/A	N/A	Government
4004	N/A	N/A	N/A	Government
4005	N/A	N/A	N/A	Government
4006	N/A	N/A	N/A	Government
4007	N/A	N/A	N/A	Government
4008	N/A	N/A	N/A	Government
4009	N/A	N/A	N/A	Government
4010	N/A	N/A	N/A	Government
4011	N/A	N/A	N/A	Government
4012	N/A	N/A	N/A	Government
5001	N/A	N/A	N/A	Government
5002	N/A	N/A	N/A	Government
5003	N/A	N/A	N/A	Government
5004	N/A	N/A	N/A	Government
5005	N/A	N/A	N/A	Government
5006	N/A	N/A	N/A	Government
5007	N/A	N/A	N/A	Government
5008	N/A	N/A	N/A	Government
5009	N/A	N/A	N/A	Government
5010	N/A	N/A	N/A	Government
5011	N/A	N/A	N/A	Government
5012	N/A	N/A	N/A	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-MAR-2023 TO 28-FEB-2024	N/A	PR W2R2 USA ENGR R AND D CTR SCOTT BROWN 3909 HALLS FERRY RD VICKSBURG MS 39180-6133 601-634-2075 FOB: Destination	W81EWF
0002	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
0003	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
0004	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
0005	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
0006	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
0007	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
0008	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
0009	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
0010	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
0011	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
0012	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
1001	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF

1002	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
1003	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
1004	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
1005	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
1006	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
1007	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
1008	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
1009	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
1010	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
1011	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
1012	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
2001	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
2002	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
2003	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
2004	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
2005	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
2006	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
2007	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF

2008	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
2009	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
2010	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
2011	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
2012	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3001	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3002	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3003	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3004	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3005	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3006	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3007	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3008	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3009	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3010	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3011	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3012	POP 01-MAR-2026 TO 28-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4001	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF



4002	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4003	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4004	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4005	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4006	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4007	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4008	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4009	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4010	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4011	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4012	POP 01-MAR-2027 TO 28-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
5001	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
5002	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
5003	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
5004	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
5005	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
5006	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
5007	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF

5008	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
5009	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
5010	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
5011	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
5012	POP 01-MAR-2028 TO 30-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF

## Section H - Special Contract Requirements

MINIMUM REQUIRED INSURANCEMINIMUM REQUIRED INSURANCE**MINIMUM REQUIRED INSURANCE**

a. **WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.** Contractor shall comply with all applicable workmen's compensation Statutes of the State of Mississippi, and shall furnish evidence of Employer's Liability Insurance in an amount of not less than \$100,000.

b. **GENERAL LIABILITY INSURANCE.** Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence on the comprehensive form of policy and property damage insurance of \$20,000 per occurrence on the comprehensive form of policy.

c. **AUTOMOBILE LIABILITY INSURANCE.** Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. This insurance shall be on the comprehensive form of policy and shall cover the operation of all automobiles used in the performance of the contract.

## CLAUSES INCORPORATED BY REFERENCE

52.228-5

Insurance - Work On A Government Installation

JAN 1997

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-22	Limitation Of Funds	APR 1984
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-13	Accident Prevention	NOV 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
252.201-7000	Contracting Officer's Representative	DEC 1991
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
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

## CLAUSES INCORPORATED BY FULL TEXT

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)

(a) Definition. First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at [www.sam.gov](http://www.sam.gov). (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or

reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

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

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or



(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 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.]

XX (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. 2402).

XX (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).

XX (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]

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

XX (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).

\_\_\_\_ (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).

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

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

\_\_\_\_ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

\_\_\_\_ (ii) Alternate I (OCT 2022) of 52.225-1.

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (OCT 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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 (JAN 2021) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.

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

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

XX (50) 52.225-5, Trade Agreements (OCT 2019) 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. 2302 Note).

XX (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).

XX (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. 2307(f)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

\_\_\_\_ (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.]

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

XX (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. 2302 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)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(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 term of contract ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 5 years.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

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

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

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

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

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

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes

both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

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

\_\_\_ By the end of the performance period for each order issued under the contract.

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

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

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

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

## 52.232-25 PROMPT PAYMENT (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however,

compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(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):

[Acquisition.gov](http://Acquisition.gov)

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Tech Exhibit 1		
Attachment 2	Tech Exhibit 2 Grounds Requirement		
Attachment 3	Tech Exhibit 3 Drawing		



## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision --

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

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

"Forced or indentured child labor" means all work or service-

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”--

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

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

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

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

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

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

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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

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

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

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

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

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

Small business concern. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

\_\_\_\_

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

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

(ii) It [ ☐ ] is, [ ☐ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ☐ ) has, ( ☐ ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, and

(ii) It ( ☐ ) has, ( ☐ ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ☐ ) has developed and has on file, ( ☐ ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ☐ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. —

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the

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

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

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

Line Item No. —

[List as necessary]

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

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:



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

Canadian or Israeli End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

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

Other End Products:

Line Item No.	Country of origin
—	—
—	—

—	—
---	---

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
—	—
—	—
—	—

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

[ ☐ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ☐ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) ( ☐ ) Outside the United States.

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

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

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

[ ☐ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

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

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

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

[ ☐ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( ☐ ) TIN: -----.

( ☐ ) TIN has been applied for.

( ☐ ) TIN is not required because:

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

( ☐ ) Offeror is an agency or instrumentality of a foreign government;

( ☐ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ☐ ) Sole proprietorship;

( ☐ ) Partnership;

( ☐ ) Corporate entity (not tax-exempt);

( ☐ ) Corporate entity (tax-exempt);

( ☐ ) Government entity (Federal, State, or local);

( ☐ ) Foreign government;

( ☐ ) International organization per 26 CFR 1.6049-4;

( ☐ ) Other -----.

(5) Common parent.

( ☐ ) Offeror is not owned or controlled by a common parent;

( ☐ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that--

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_

Immediate owner legal name: \_\_\_\_

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[ \_\_\_\_ ] Yes or [ \_\_\_\_ ] No.

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

Highest level owner CAGE code: \_\_\_\_

Highest level owner legal name: \_\_\_\_

(Do not use a “doing business as” name)

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

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_ .

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

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:  
\_\_\_\_ .

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse



related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

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

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

(2) The Offeror represents that--

(i) It [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO BIDDERS

## 1. INTRODUCTION:

a. Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should an offeror find discrepancies in or omissions from the specifications, other documents, or should he or she be in doubt as to their meaning, the offeror should notify the Contracting Officer at once and obtain clarification prior to submitting their offer.

b. Offeror's Responsibility. It is the offeror's responsibility to ensure the completeness and accuracy of his or her proposal. Corrections will not be made by the Government.

c. Offerors are required to have an active System for Award Management (SAM) registration, with no active exclusions. Representation and certifications should be completed by the proposal due date to avoid any unnecessary delays in contract award.

d. Proposals shall be submitted via email with the subject line reading **ERDC Grounds Maintenance RFP** to: [Zavien.T.Beal@usace.army.mil](mailto:Zavien.T.Beal@usace.army.mil) Only electronic submissions will be accepted. All questions concerning this solicitation must be submitted to the Government via email to [Zavien.T.Beal@usace.army.mil](mailto:Zavien.T.Beal@usace.army.mil). The Government will accept questions up to ten (10) calendar days of the due date.

## 2. PROPOSAL PREPARATION INSTRUCTIONS

A. Offerors are required to submit the proposal in the format as shown below. All proposal materials shall contain a table of contents. All pages shall be numbered to correspond with a table of contents.

Factor	Location	Description
FACTOR 1	VOLUME 1	Technical – Offerors shall describe their Relevant Experience, Key Personnel, and Quality Control Plan.
FACTOR 2	VOLUME 1	Past Performance – Offeror shall demonstrate past performance for the projects submitted for Relevant Experience.
FACTOR 3	VOLUME 2	Standard Form 1449, Pricing, and Certificate of Insurance.

B. **Volume I** - Technical Proposal shall be limited to no more than 80 pages total (20 pages Relevant Experience, 20 pages Key Personnel, 20 Pages Quality Control Plan, 20 pages Past Performance, note; past performance questionnaires do not count toward the

page limitation). Pages should have a one-inch margin on all sides. Text should be 12-point, Times New Roman. Pages exceeding the page limit will be removed and not evaluated. No mention of price shall be included in Volume I.

C. **Volume II** – The offeror shall submit a Certificate of Insurance in accordance with Clause 52.228-5, and the SF1449, and pricing.

### **3.0 PROPOSAL CONTENT**

#### **3.1 VOLUME I - TECHNICAL PROPOSAL**

##### **A. Factor 1 – Experience**

##### **Factor 1 – Subfactor 1: Relevant Experience**

The Offeror's experience will be evaluated to allow the Offeror to demonstrate their ability to execute Contract requirements. Offeror shall submit a minimum of one (1) and no more than five (5) contracts that are ongoing or have been completed within five (5) years from the date of this solicitation that best represent their experience similar to the scope of work herein. If an offeror is proposing as a Joint Venture (JV) and project experiences cannot be provided as a JV, each partner shall submit experience information, with no more than five (5) contracts each.

**\*\*The Offeror shall provide past performance information for each project provided under Factor 1 – Subfactor 1: Relevant Experience.**

##### **Factor 1 – Subfactor 2: Key Personnel/Equipment**

Key Personnel Experience/Licensing/Certifications. The proposal shall identify the Experience/Licensing/Certifications of key personnel in the following positions. The Government will evaluate the offeror's key personnel specified below, for adequacy and strength to determine compliance with and capability to meet the Government's requirements. Key personnel/equipment may be contractor or subcontractor employees:

- a. Project Superintendent
- b. Lead Grounds Technician
- c. Personnel/Equipment List

##### **Factor 1 – Subfactor 3: Quality Control Plan**

The Contractor shall prepare and submit a Quality Control Plan (QCP) with their proposal. The plan shall address contract requirements for (1) a Quality inspection plan, how work will be tracked and recorded; (2) internal staffing; and (3) schedule for mowing, herbicide, flower bed, and pruning the Contractor will use to meet the quality, quantity, timeliness, the Contractor will use to meet the quality, timeliness, and responsiveness required herein.

##### **Factor 2 - Past Performance**

The Offeror shall provide past performance information for each project provided under Factor 1 – Subfactor 1: Relevant Experience. Past Performance shall be submitted through Copies of Contractor Performance Assessment Reports (CPARs – also commonly referred to as CCASS reports) or through Past Performance Questionnaires.

(1) Copies of Contractor Performance Assessment Reports (CPARs – also commonly referred to as CCASS reports) for projects performed for the U.S. Government. If the project provided has a CPAR, it must be used by the Offeror to demonstrate past performance. If CPAR submission is used to validate past performance, it shall be the most recent evaluation in the system (i.e., for projects submitted as completed, the final 100% completed CPAR shall be provided). If the Offeror submits a CPAR, they are not required to submit a separate Past Performance Questionnaire for the specific project.

(2) If CPAR information is not available for a project provided for experience, a completed Past Performance Questionnaire (PPQ), attached at the end of this section (**Form PPQ-0**) must be provided per the following guidance:

- a. The Past Performance Questionnaire included in the solicitation is provided for the Offeror to submit to the client for each project the Offeror includes in its proposal for Factor 1 – Subfactor 3: Experience. Ensure correct phone numbers and email addresses are provided for the client point of contact.
- b. Completed Past Performance Questionnaires should be submitted **with your proposal**. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should still submit Form PPQ-0 with their proposal, only with blocks 1-6 filled out, which will provide contract and client information for the respective project(s).
- c. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government’s point of contact, [Zavien.T.Beal@usace.army.mil](mailto:Zavien.T.Beal@usace.army.mil) with the subject reading “ERDC Grounds Maintenance PPQ” prior to the proposal closing date. **Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.** However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

### 3.2 VOLUME II, PRICE PROPOSAL

- a. Tab A, Standard Form (SF) 1449 and Pricing
- b. Tab B, Certificate of Insurance

#### Past Performance Questionnaire:

<b>NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)</b>
<b>CONTRACT INFORMATION (Contractor to complete Blocks 1-4)</b>
<b>1. Contractor Information</b> <b>Firm Name:</b> <b>CAGE Code:</b> <b>Address:</b> <b>DUNs Number:</b> <b>Phone Number:</b> <b>Email Address:</b>

<b>Point of Contact:</b>	<b>Contact Phone Number:</b>
<b>2. Work Performed as:</b> <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) <b>Percent of project work performed:</b> <b>If subcontractor, who was the prime (Name/Phone #):</b>	
<b>3. Contract Information</b> <b>Contract Number:</b> <b>Delivery/Task Order Number (if applicable):</b> <b>Contract Type:</b> <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): <b>Contract Title:</b> <b>Contract Location:</b>  <b>Award Date (mm/dd/yy):</b> <b>Contract Completion Date (mm/dd/yy):</b> <b>Actual Completion Date (mm/dd/yy):</b> <b>Explain Differences:</b>  <b>Original Contract Price (Award Amount):</b> <b>Final Contract Price (to include all modifications, if applicable):</b> <b>Explain Differences:</b>	
<b>4. Project Description:</b> <b>Complexity of Work</b> <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine <b>How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)</b>	
<b>CLIENT INFORMATION (Client to complete Blocks 5-8)</b>	
<b>5. Client Information</b> <b>Name:</b> <b>Title:</b> <b>Phone Number:</b> <b>Email Address:</b>	
<b>6. Describe the client's role in the project:</b>	
<b>7. Date Questionnaire was completed (mm/dd/yy):</b>	
<b>8. Client's Signature:</b>	

**NOTE: USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR**

**FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.**

***ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE***

<b>RATING</b>	<b>DEFINITION</b>	<b>NOTE</b>
<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
<b>(S) Satisfactory</b>	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.

<b>(M) Marginal</b>	<b>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</b>	<b>A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.</b>
<b>(U) Unsatisfactory</b>	<b>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</b>	<b>An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.</b>
<b>(N) Not Applicable</b>	<b>No information or did not apply to your contract</b>	<b>Rating will be neither positive nor negative.</b>

TO BE COMPLETED BY CLIENT PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E    VG    S    M    U    N
b) Ability to meet quality standards specified for technical performance	E    VG    S    M    U    N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E    VG    S    M    U    N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E    VG    S    M    U    N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E    VG    S    M    U    N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E    VG    S    M    U    N
<b>3. CUSTOMER SATISFACTION:</b>	
a) To what extent were the end users satisfied with the project?	E    VG    S    M    U    N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E    VG    S    M    U    N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E    VG    S    M    U    N
d) Overall customer satisfaction	E    VG    S    M    U    N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E    VG    S    M    U    N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E    VG    S    M    U    N
c) Government Property Control	E    VG    S    M    U    N
d) Knowledge/expertise demonstrated by contractor personnel	E    VG    S    M    U    N
e) Utilization of Small Business concerns	E    VG    S    M    U    N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E    VG    S    M    U    N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E    VG    S    M    U    N



<b>h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)</b>	<b>E</b>	<b>VG</b>	<b>S</b>	<b>M</b>	<b>U</b>	<b>N</b>
<b>5. COST/FINANCIAL MANAGEMENT</b>						
<b>a) Ability to meet the terms and conditions within the contractually agreed price(s)?</b>	<b>E</b>	<b>VG</b>	<b>S</b>	<b>M</b>	<b>U</b>	<b>N</b>
<b>b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client</b>	<b>E</b>	<b>VG</b>	<b>S</b>	<b>M</b>	<b>U</b>	<b>N</b>
<b>c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)</b>	<b>E</b>	<b>VG</b>	<b>S</b>	<b>M</b>	<b>U</b>	<b>N</b>
<b>d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i></b>	<b>Yes</b>		<b>No</b>			
<b>e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i></b>	<b>Yes</b>		<b>No</b>			
<b>f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i></b>	<b>Yes</b>		<b>No</b>			
<b>6. SAFETY/SECURITY</b>						
<b>a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)</b>	<b>E</b>	<b>VG</b>	<b>S</b>	<b>M</b>	<b>U</b>	<b>N</b>
<b>b) Contractor complied with all security requirements for the project and personnel security requirements.</b>	<b>E</b>	<b>VG</b>	<b>S</b>	<b>M</b>	<b>U</b>	<b>N</b>
<b>7. GENERAL</b>						
<b>a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).</b>	<b>E</b>	<b>VG</b>	<b>S</b>	<b>M</b>	<b>U</b>	<b>N</b>
<b>b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)</b>	<b>E</b>	<b>VG</b>	<b>S</b>	<b>M</b>	<b>U</b>	<b>N</b>
<b>c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)</b>	<b>Yes</b>		<b>No</b>			
<b>d) In summary, provide an overall rating for the work performed by this contractor.</b>	<b>E</b>	<b>VG</b>	<b>S</b>	<b>M</b>	<b>U</b>	<b>N</b>

**Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):**

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for

the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from  
ATTN: Lashanda Areghan  
3909 Halls Ferry Road  
Vicksburg, MS 39180-6199

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Acquisition.gov](http://Acquisition.gov)

(End of provision)

## Section M - Evaluation Factors for Award

EVALUATION CRITERIA**Section M - Evaluation Factors for Award****1.0 OVERVIEW**

The Government will evaluate the proposal in accordance with the evaluation factors stated in this solicitation. The evaluation factors in this solicitation are described herein using the evaluation rating systems outlined for selection procedures.

**2.0 BASIS OF AWARD**

The source selection for this Competitive Procurement will be conducted utilizing FAR Part 15 “Best Value Trade off” Procedures. Award will be made to the offeror the Government determines will be able to accomplish the necessary work in the manner most advantageous to the Government and whose offer represents the best value to the Government; as determined by the Source Selection Authority (SSA) after considering all factors, including evaluated cost. Best value tradeoff means the expected outcome of an acquisition that, in the Government’s evaluation, provides the greatest overall best value in response to the requirement and to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. Award will be made based on the overall best value proposal that is determined to be the most beneficial to the Government. Proposals will be evaluated utilizing the following evaluation procedures and factors:

**EVALUATION PROCEDURES:**

Factor I – Technical and Factor II – Past Performance are of equal importance and when combined are significantly more important to Factor III - Price.

The Government intends to select ONE contractor for award of this effort. For the purpose of award, the government shall evaluate offers based on the evaluation factors described below:

**3.0 Evaluation Factors**

Factor	Location	Description
FACTOR 1	VOLUME 1	Technical – Offerors shall describe their Relevant Experience, Key Personnel, and Quality Control Plan.
FACTOR 2	VOLUME 1	Past Performance – Offeror shall demonstrate past performance for the projects submitted for Relevant Experience.
FACTOR 3	VOLUME 2	Standard Form 1449, pricing, and Certificate of Insurance.

**The following factors shall be used to evaluate offers:**

**I. FACTOR 1: TECHNICAL CAPABILITY**

The Offeror must submit evidence of its capability as specified in this solicitation. Contractors will be evaluated on the following.

**Factor 1 – Subfactor 1: Relevant Experience:**

Relevant is defined as projects of a same or similar scope, size, and complexity which requires a commensurate level of activities, labor, equipment, materials, management and supervision, to complete this project. Offeror's must possess experience with at least one project of a similar type, size, scope and complexity, performed within the last five (5) years from the date of this solicitation. The contractor shall also provide sufficient documentation of their grounds maintenance experience.

The evaluation of experience is a subjective assessment of the Offeror's experience on contracts of a similar nature, size, scope, and complexity, utilizing a comparable number of personnel with like skills. The Government will assess the Offeror's experience and determine whether the contractor's experience is similar in depth and breadth of experience and demonstrates their ability to execute contract requirements.

NOTE: EVERY CONTRACT USED AS AN EXAMPLE OF RELEVANT EXPERIENCE SHALL ALSO BE SUBMITTED AS PAST PERFORMANCE. ANY CONTRACT SUBMITTED FOR EXPERIENCE THAT DOES NOT ALSO CONTAIN PAST PERFORMANCE WILL BE OMITTED AND NOT EVALUATED.

**Factor 1 – Subfactor 2: Key Personnel and Equipment**

- a. Project Superintendent:** Experience meeting scheduling requirements and planning projects. Have ability to perform other tasks including, but are not limited to, ensuring contractor compliance with execution, quality, safety, and security. Possesses required state and federal herbicide treatment certifications and training.
- b. Lead Grounds Technician:** Has experience performing similar work as this contract and possess experience performing quality control and managing personnel. Possesses herbicide treatment certifications and training.
- c. Personnel/Equipment List:** List of personnel and equipment the contractor proposes to meet the contractor requirements.

**Factor 1 – Subfactor 3: Quality Control Plan**

The Contractor shall prepare and submit a Quality Control Plan (QCP) with their proposal. The plan shall address contract requirements for (1) a Quality inspection plan, how work will be tracked and recorded; (2) internal staffing; and (3) schedule for mowing, herbicide, flower bed, and pruning the Contractor will use to meet the quality, quantity, timeliness, the Contractor will use to meet the quality, timeliness, and responsiveness required herein.

**FACTOR 1 TECHNICAL CAPABILITY RATING SYSTEM AND DEFINITIONS**



**Technical Factors Rating.** The rating for Technical will be expressed as an adjectival assessment of Outstanding, Good, Acceptable, Marginal, or Unacceptable. The adjectival ratings will be evaluated utilizing the following adjectival rating methodology:

TABLE 1 – COMBINED TECHNICAL/RISK RATINGS		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

## II. FACTOR 2 - PAST PERFORMANCE

At a minimum the contractor shall submit ALL the same projects for past performance that were used to show experience in Factor 1 – Subfactor 1: Relevant Experience. As stated under Technical Capability and experience submitted under that factor shall also include the Past Performance information under this Factor II.

To demonstrate past performance, the Offeror shall provide performance on past or current contracts of a similar type, size, scope and complexity, have been completed within five (5) years from the date of this solicitation, including references, with names and contact information of the references who can verify such past performance.

**New Corporate Entities --** New corporate entities may submit data on prior relevant and recent contracts (within the last 3 calendar years) involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Past performance information on work for state and local governments, private sector clients, and subcontractors that are similar to the Government requirement will be evaluated equally with similar federal contracts. Offeror may submit information on key personnel, major subcontractors, and work performed as part of a team or joint venture and other previous reincarnation of its current organization.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

a. **Past Performance Evaluation.** There are two aspects to the past performance evaluation. The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired. In establishing what is relevant for the acquisition, consideration should be given to those aspects of an offeror's contract history that would give the greatest ability to measure whether the offeror will satisfy the current requirement.

b. The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance; rather, the past performance evaluation process gathers information from customers on how well the offeror performed on those past contracts.

The Government's assessment will focus on contracts that meet the following conditions:

**Recency.** Only contracts completed within five (5) years from the date of this solicitation will be considered.

**Relevancy.** Only contracts which were/are relevant in size and scope of work will be considered.

The Government will examine the Offeror's record of satisfying customer requirements, including consideration of the Offeror's:

1. Technical performance, including technical performance, staffing, subcontractor management, quality control, safety, and commitment to customer satisfaction as evidenced by reasonable and cooperative behavior.
2. Cost Controls. Record of containing and forecasting costs on previously performed contracts.
3. Schedule. Record of adherence to contractual schedules.

The Government will use data provided in the Offeror's proposal and data obtained from other sources. The Offeror is cautioned that while the Government will consider data from other sources, the burden of demonstrating satisfactory past performance rests with the Offeror. In the case of an Offeror without a record of recent and/or relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance, providing the Offeror supplies a certified statement with their offer that no past performance information is available.

**Past Performance Relevancy Ratings. Relevancy is not a separate factor but a component of the overall Past Performance assessment.**

Past Performance Relevancy Ratings:	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

**Performance Confidence Factor Rating Definitions. A rating of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence or Unknown Confidence (as**

defined below) will be assigned to the Past Performance Evaluation. The Past Performance Confidence ratings will be evaluated utilizing the following adjectival rating methodology:

Performance Confidence Assessments:	
Rating	Definition
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

### **III. PRICE**

The contractor shall submit a completed Standard Form 1449, pricing, and Certificate of Insurance. The contract line items will be totaled including all Optional Line items and all optional option years. This total will be used to determine price.

The contractor supplied Certificate of Insurance shall meet the minimum requirements of FAR clause 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION.

It is incumbent upon the offeror to submit sufficient information for the Government to determine technical capability and price. Failure to submit sufficient information will cause rejection of the entire proposal.

By submission of an offer pursuant to this solicitation, the Offeror agrees that the capability presented in the proposal becomes a contract requirement upon award of a contract. No changes, substitutions, or deviations from the accepted proposal may be made without the approval of the Contracting Officer. You, as the Offeror, agree that the explicit capability presented in your proposal shall be provided under this contract at the stated price.

## CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are . (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

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

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

(End of provision)