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Section A - Solicitation/Contract Form

Instrument Name: Kansas FY27 Mass Solicitation

Product Service Code : S201

REQUEST FOR QUOTE

This is a Request for Quotations (RFQ) for commercial services prepared in accordance with the simplified procedures outlined in the Revolutionary FAR Overhaul (RFO) Subpart 12.201-1.

The solicitation number for this acquisition is W912DQ27QA001 and it is being issued as a Request for Quote (RFQ).

Quotes are due at the date and time listed in Block 8 of the SF 1449. Quotes shall be submitted in PDF via e-mail to cade.s.zelinsky@usace.army.mil. All quotes must be good for at least 90 days from the due date.

The solicitation documents and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2025-06 and the Revolutionary FAR Overhaul (RFO). This solicitation will be awarded as a 100% Small Business Set-aside, and the associated North American Industry Classification system (NAICS) code is 561720 - Janitorial Services, and the business size standard is \$22.0 Million.

Product/Service Code: S201 - Housekeeping - Custodial Janitorial

This solicitation is a mass solicitation issued under W912DQ27QA001 and includes ten (10) separate packages, each for custodial services at U.S. Army Corps of Engineers lake projects as listed below. Each package may result in a separate contract award:

- Package 1 - ODF-M FY27 CDAR Custodian (Melvern Lake Project)
- Package 2 - ODF-M FY27 Turkey Point Custodian (Melvern Lake Project)
- Package 3 - ODF-P FY27 Wolf Creek Custodian (Pomona Lake Project)
- Package 4 - ODF-W FY27 Sylvan Park Custodian (Wilson Lake Project)

- Package 5 - ODF-W FY27 Minooka Custodian (Wilson Lake Project)
- Package 6 - ODF-E FY27 Rock Creek Custodian (Perry Lake Project)
- Package 7 - ODF-E FY27 Slough Creek Custodian (Perry Lake Project)
- Package 8 - ODF-I FY27 Curtis Creek Custodian (Milford Lake Project)
- Package 9 - ODF-I FY27 Day Use Custodian (Milford Lake Project)
- Package 10 - ODF-I FY27 Farnum Creek Custodian (Milford Lake Project)

Description of Services Required: The U.S. Army Corps of Engineers (USACE) has a requirement for custodial services at multiple recreation areas and facilities located at Melvern Lake, Pomona Lake, Wilson Lake, and Perry Lake, Kansas. The Contractor shall perform all required custodial services in accordance with the Performance Work Statement (PWS) applicable to each individual package under this solicitation.

The anticipated Period of Performance for each package is as follows:

- Package 1 - ODF-M FY27 CDAR Custodian: 01 May 2027 - 30 April 2028 + 2 option years
- Package 2 - ODF-M FY27 Turkey Point Custodian: 01 May 2027 - 30 April 2028 + 2 option years
- Package 3 - ODF-P FY27 Wolf Creek Custodian: 01 April 2027 - 31 March 2028 + 2 option years
- Package 4 - ODF-W FY27 Sylvan Park Custodian: 01 May 2027 - 30 April 2028 + 2 option years
- Package 5 - ODF-W FY27 Minooka Custodian: 01 May 2027 - 30 April 2028 + 4 option years
- Package 6 - ODF-E FY27 Rock Creek Custodian: 15 April 2027 - 14 April 2028 + 2 option years
- Package 7 - ODF-E FY27 Slough Creek Custodian: 01 April 2027 - 31 March 2028 + 2 option years
- Package 8 - ODF-I FY27 Curtis Creek Custodian: 15 April 2027 - 14 April 2028 + 2 option years
- Package 9 - ODF-I FY27 Area One Custodian: 15 April 2027 - 14 April 2028 + 2 option years
- Package 10 - ODF-I FY27 Farnum Creek Custodian: 15 April 2027 - 14 April 2028 + 2 option years

RFO 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services, applies to this acquisition. An addendum to this provision is included in this solicitation.

RFO 52.212-2, Evaluation - Commercial Products and Commercial Services does apply to this acquisition with no addenda to the provision and is located in this solicitation.

RFO 52.212-4, Terms and Conditions - Commercial Products and Commercial Services does apply to this acquisition with no addenda to the provision.

In accordance with FAR provision 52.204-7, incorporated by reference in this solicitation, the prospective awardee must maintain an active registration in the System for Award Management (SAM) database at <https://sam.gov> to be eligible for award.

PLEASE NOTE: SAM.GOV procedures have been changed as of 8 November 2019. Interested vendors must go to SAM.gov to register in SAM and to review current notices or announcements. Contractors may obtain information on registration and annual confirmation requirements via the Internet at <https://sam.gov/> or by calling (866) 606-8220.

The System for Award Management (SAM) is a Federal Government owned and operated free website. If you are a small business needing assistance with registering or navigating through the website, you may contact the Association of APEX Accelerators for help. If you have questions about Government procurements in general or need assistance in the preparation of your quotation, a local APEX Accelerator may be able to help. The APEX Accelerators program (originally authorized by Congress in 1985 as the Procurement Technical Assistance Program) was established in an effort to expand the number of businesses capable of participating in the Government marketplace. To locate an APEX Accelerator near you, go to <https://www.napex.us/>.

*** END OF NARRATIVE ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

WAGE DETERMINATIONS

Melvern Lake Project:

Melvern, Kansas

Service Contract Act WD # 2015-5339

Osage County

<https://sam.gov/wage-determination/2015-5339/31>

Pomona Lake Project:

Vassar, Kansas

Service Contract Act WD # 2015-5339

Osage County

<https://sam.gov/wage-determination/2015-5339/31>

Wilson Lake Project:

Sylvan Grove, Kansas

Service Contract Act WD # 2015-5751

Russell County

<https://sam.gov/wage-determination/2015-5751/29>

Perry Lake Project:

Perry, Kansas

Service Contract Act WD # 2015-5339

Jefferson County

<https://sam.gov/wage-determination/2015-5339/31>

Milford Lake Project:

Junction City, Kansas

Service Contract Act WD # 2015-6015

Geary County

<https://sam.gov/wage-determination/2015-6015/6>

(End of Wage Determinations)

*** END OF NARRATIVE ***

Section C - Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base YR	1	Job		

Base – Park Custodian FFP

The Contractor shall furnish Custodial Services at Turkey Point Park as defined in the Performance Work Statement (PWS) under this CLIN. The period of performance for this contract will be from 01 May 2027 through 30 April 2028.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Option YR 1	1	Job		

Option YR 1 – Park Custodian FFP

The Contractor shall furnish Custodial Services at Turkey Point Park as defined in the Performance Work Statement (PWS) under this CLIN. The period of performance for this contract will be from 01 May 2028 through 30 April 2029.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Option YR 2	1	Job		

Option YR 2 – Park Custodian FFP

The Contractor shall furnish Custodial Services at Turkey Point Park as defined in the Performance Work Statement (PWS) under this CLIN. The period of performance for this contract will be from 01 May 2029 through 30 April 2030.

FOB: Destination



PERFORMANCE WORK STATEMENT

FY27 TURKEY POINT PARK CUSTODIAN SERVICES MELVERN LAKE PROJECT

PART 1 - GENERAL INFORMATION

1.1.1. Limits of Contractor Authority and Responsibility

The Contractor's authority and responsibility are strictly limited to the performance of custodial duties, tasks, and services as explicitly defined within this Performance Work Statement (PWS). This contract does not grant the Contractor any authority to direct, manage, supervise, or control park visitors, volunteers, other government contractors, or government staff. The Contractor shall not interfere with the activities of others in the park and must direct any issues outside of their defined custodial duties to the Contracting Officer's Representative (COR), the Park Ranger staff or Maintenance.

1.1. General

This is a non-personnel services contract to provide Custodial Services at Turkey Point Park, Melvern Lake Project. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2. Description of Services/Introduction

The Contractor shall provide all personnel, equipment, required supplies and materials, transportation, tools, supervision, and other items and non-personal services necessary to perform services as defined in this Performance Work Statement, except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.3. Background

Melvorn Lake is a flood control reservoir located in East Central Kansas. With the presence of an upstream drainage system consisting of 349 square miles of prairie ecosystem, composed of primarily warm-season grasses intermixed with agriculture and hardwood forest, it provides for better than average water quality and clarity. The lake is located approximately 43 miles South of Topeka, 90 miles Southwest of Kansas City, 35 miles Northeast of Emporia. A map of Melvern Lake can be found on the Internet at: <http://www.nwk.usace.army.mil/me/>. Melvern Lake provides water for a Rural Water District, flood protection for downstream areas and is part of a network of Corps of Engineer Lakes that help control flooding in the Missouri and Mississippi River basins. Melvern Lake encompasses approximately 6900 acres of surface water, has a storage capacity of 363,000 acre-feet (an acre-foot = 325,000 gallons). Federal lands surrounding Melvern Lake total 23,362 acres of which 11,353 acres are leased to the Kansas Department of Wildlife and Parks (KDWP) for land management. Land

management practices used by the Corps of Engineers and KDWP are engineered to preserve their natural value, providing benefits to the nation in areas of flood damage reduction, recreation, fish and wildlife management and water quality improvements. Four parks around the lake are managed and maintained by the Corps of Engineers, these parks include roads, utility systems, campsites, group camps, swimming areas, boat ramps, picnic grounds, playground areas, day use areas, nature trails, shelter houses and shower houses. In addition to Corps-managed areas, the Corps also maintains active lease agreements with KDWP and Private entities. The Leases provide a full range of marina services, camping, swimming areas, nature trails, horse trails, boat ramps, boat rentals, fishing and hunting areas for the public. Additional services contracted to the private sector include mowing, refuse collection, facility cleaning, vegetative management, Boundary maintenance and Law Enforcement services. The Corps manages the contracts and conducts inspections to ensure that the services are provided for visitors to the lake.

1.4. Flood Control

This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto being serviced by this purchase order. If inundation materially affects the scope of work, Contractors may be requested to submit a pricing proposal covering the unserviceable or affected portion of their work in order that an equitable adjustment to contract price can be negotiated and an adjustment made in accordance with the appropriate contract clause [Changes, FAR 52.212-4(c)]. Payment for services not performed because of conditions stated above shall be initially withheld until execution of an equitable adjustment is made by contract modification.

1.5. Period of Performance

The period of performance shall be for one (1) Base Year of 12 months and Two (2) 12-month option years. Actual services shall be performed from 01 May through 30 September each year during the periods listed below. The Period of Performance reads as follows:

- Base Year: 01 May 2027 through 30 April 2028
- Option Year 1: 01 May 2028 through 30 April 2029
- Option Year 2: 01 May 2029 through 30 April 2030

1.6. Quality Control

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is how they ensure that their work complies with the requirements of the contract. The contractor shall submit a copy of their quality control plan to the COR for approval prior to the start of work. After acceptance of the quality control plan, the Contractor shall receive the contracting officer's acceptance in writing of any proposed change to their QC system. The Quality

Control Plan shall include, at a minimum: A description of the inspection system to cover all tasks and services listed on the Performance Requirements Summary (Part 7.1 Technical Exhibit 1). The description shall include specifics as to the areas to be inspected on a scheduled or unscheduled basis, frequency of inspections, and the submission of quality control checklists for all services that are performed. See (Attachment 9) Quality Control Plan Template/Example.

1.7. Quality Assurance

The government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). Typically, Quality Assurance Inspections will occur anytime following services. If deficiencies are found that exceed the performance threshold, the Contractor shall be notified and may be allowed to make corrections within 12 hours of notification of the deficiency.

1.8. Security Requirements

The Contractor performing work under this contract must comply with the requirements of the Antiterrorism/Operations Security Requirements (AT/OPSEC). See (Attachment 3) of this PWS.

- Physical Security: The Contractor shall be responsible for safeguarding all government equipment, information and property provided for Contractor use. At the close of each work period, government equipment and materials shall be secured.
- Key Control: The Contractor shall establish and implement methods of making sure all keys, gates, door, and safe codes issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized people. All references to keys include keypad codes. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/keypad codes to the Contracting Officer.
 - In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be

replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

- The Contractor shall prohibit the use of Government issued keys/keypad codes by any person other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.
- Gate Codes-Door Codes: The Contractor shall establish and implement methods of ensuring that all gate/door codes are not revealed to unauthorized persons. The Contractor shall ensure that lock codes are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.9. Required Insurance

Contractors shall obtain and maintain insurance in accordance with the requirements of FAR 28.307-2 Liability and 52.246-25 Limitation of Liability – Services. Reference paragraphs a, b, and c.

1.10. Post Award Conference/Periodic Progress Meetings

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

1.11. Pre-Season Orientation and Training

Prior to beginning performance of this Contract, Contractors are responsible for ensuring that all Contractor employees and personnel are familiar with the requirements of this Contract and of the custodial requirements and duties. Failure of the Contractor to properly train employees and personnel, resulting in unsatisfactory performance of this Contract, will be grounds for termination of the Contract.

1.12. Contracting Officers Representative (COR)

The COR will be identified by a separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: Assure that the Contractor performs the technical requirements of the contract - Perform inspections necessary in connection with contract performance - Maintain written and oral communications with the Contractor concerning technical aspects of the contract - Issue written interpretation of technical requirements, including Government drawings, designs, specifications - Monitor

Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies - Coordinate availability of Government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially regarding changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.13. Documents and Correspondence

After award, all documents and related correspondence shall be routed to the Contracting Officer; or through the Contracting Officer's Representative (COR) at the Project Office to the Contracting Officer. Day-to-day contact and telephone communication with Government personnel normally provide adequate information exchange. The Government reserves the right to schedule meetings at the Project Office as necessary to ensure strict compliance with the terms of this contract. Such meetings shall be scheduled, to the extent possible, at mutually convenient times. However, upon notice, the Contractor shall attend meetings regarding matters affecting this contract, and the time spent in such meetings shall be at no additional charge to the Government.

1.14. Key Personnel

The Contractor shall provide a contract manager who shall be responsible for the performance of the work. This person may be the Contractor themselves or someone that they choose to designate. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 7 AM and 6 PM, every scheduled day of the week, except when the parks facilities are closed for administrative reasons.

1.15. Communication

The contract manager or alternate shall communicate with the COR to provide a status update on work being performed, on all scheduled days of work. The Contractor shall furnish a phone number that shall be attended during the hours of operation to which calls concerning contractual matters can be placed.

1.16. Contractor Conduct

All individuals involved in operations shall not be under the influence of drugs or alcoholic beverages. The Contractor shall always be responsible for the conduct and discipline of their employees. Contractor personnel shall present a neat appearance and shall always conduct themselves in a proper manner during the performance of this contract. All individuals involved in services shall be dressed neatly and fully to include shoes, pants or shorts, shirts with sleeves that shall be closed or buttoned. Clothes such as old work clothes, short-shorts or "cut-offs" shall not be worn while performing

duties. Personal Protective Equipment shall fully comply with the current edition of EM-385-1-1 at the time of award. Since a significant portion of the work shall be performed in the presence of the public, the conduct of all employees is critical and should be closely monitored.

1.17. Removal of Contractors Employees

The Contracting Officer may require the Contractor to immediately remove from the work site any employee who endangers persons or property, or whose physical or mental condition would impair the employee's ability to satisfactorily perform the required work. Notifications to the Contractor will be verbal and in writing when time and circumstances permit. Otherwise, notifications shall be verbal or by telephone, and shall be in writing as soon as possible. No such removal, however, shall reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement shall be made as required. This requirement shall not be the basis of any claim for compensation or damages against the Government.

1.18. Equipment Breakdown/Staffing

Equipment breakdown or staffing issues shall not relieve the Contractor of the responsibility of performing the work as specified. It shall be the responsibility of the Contractor to assure that they have, or can obtain on short notice, sufficient backup equipment and personnel to continue the services as specified, with minimal interruption.

1.19. Title 36 Rules and Regulations

Contractor and Contractor Personnel shall comply with Title 36 Rules and Regulations for the entire period of performance of this contract.

1.20. Safety Requirements

All services shall be performed in accordance with applicable safety requirements set forth in Corps of Engineers Manual EM-385-1-1, "Safety and Health Requirements Manual" and supplements thereto. The EM-385-1-1 is hereby incorporated by reference, and the Contractor is required to perform this contract in accordance with the standards set forth therein. Any equipment or materials not in conformity with this manual shall be removed from Government property immediately. The Contractor shall be expected to take a vital interest in safety, hazard, and to educate their employees to work and plan their work safely.

- Labor Hours Reporting: The Contractor shall report the number of hours worked on government property monthly during the period of performance of services under this contract. These hours will be recorded on the Contractor's monthly invoice and submitted with the daily work logs monthly to the Melvern Project Office.

1.21. Conservation of Utilities

The Contractor shall make sure employees practice utility Conservation. The Contractor

shall operate under conditions that prevent the waste of utilities to include, assure lights are turned off when not in use, unless otherwise specified by Government personnel and assure water faucets or valves are turned off when not in use.

1.22. Ecological Controls

- **Compliance with Laws and Regulations:** The Contractor shall be knowledgeable of, and shall comply with, all applicable Federal, State, and Local laws, ecological requirements, and instructions. The Contractor shall ensure policies and procedures are established that protect the safety of employees and the community to minimize or eliminate the risk of ecological pollution.
- **Notification of Spills:** If the Contractor or employee(s) of the Contractor spills or releases any un-safe substance, the Contractor shall immediately report the incident to the Safety Coordinator in accordance with local procedures and shall also notify the Contracting Officer's Representative (COR), or in their absence the Contracting Officer. The Contractor shall be liable for containment and cleanup of the spill or release of such substance.
- **Hazardous Materials:** The Contractor is responsible for advising their employees about all Hazardous Material Handling and is also required to provide the COR the Safety Data Sheets (SDS) for all materials used by the Contractor in accordance with Federal and State laws and/or regulations.
- **Park Custodian List of Cleaning Products:** Contractors should use standard commercial cleaning products generally available in the local marketplace and shall use those products only in accordance with their labeled instructions and uses.

1.23. Payment

Payment will not be made for services not performed. Contractors shall provide the Project Office with an invoice at the end of each month, requesting payment for that month's services. Payment shall be made via Electronic Funds Transfer (EFT) into the Contractor's banking account on file as registered with SAM. In accordance with the Prompt Payment Act, payment will be made approximately 30 days after the last day of services received for the billing period, or 30 days from receipt of the invoice, whichever is later.

1.24. Final Payment

Final payment will not be paid to the Contractor until all Government property is reconciled, and facilities are inspected for cleanliness by Corps personnel. The Contractor is responsible for keys, property, and equipment issued by the Government. The Contractor shall be held liable for any loss, including any equipment issued by the Government that is lost or damaged due to negligence.

1.25. Lost and Found

All articles found by Contractor personnel (or if the public turns them in to the Contractor) to which a reasonably prudent person would assign monetary, personal, or

other value (including possible contraband items) shall be turned in to the COR. The Contractor shall obtain receipts for articles turned into the COR.

1.26. Other Contracts

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and Government employees. All work must be carefully planned and fitted so as not to interfere with such other work. The Contractor shall not commit or permit any act that will interfere with the performance of work by other Contractors or Government staff.

1.27. Volunteers

Volunteers may be utilized in the parks. Volunteers receive and follow instructions from a Government Representative, not from Contractors. Contractors should not consider any volunteer as their employee. Volunteers may perform other duties as instructed by a Government Representative.

1.28. Contractor Arrival

The Contractor may be required to reside on-site; the Contractor shall move onto the designated site a minimum of five (5) but not more than seven (7) days prior to the start of services. Electrical services will be provided upon arrival if arrival takes place during normal business hours. Water and sewer services may be postponed upon arrival or discontinued near departure if cold weather conditions warrant. All costs for moving onto and from the site shall be borne by the Contractor. Contractors residing on-site shall do so, including nights, during the period of service. Contractors shall remove the trailer and all personal property from the site not later than seven (7) days after the end of the service period (each season), this is to include the storage sheds provided.

1.29. Campsite

Contractors should maintain the area where the trailer (RV unit) is parked in a clean and sanitary condition at all times. No dog pens, horse corrals, poultry cages, or similar facilities for pets or raising animals will be allowed. Government-furnished storage buildings are to be used for storage of supplies only – not as pens or cages for pets.

Contractor pets shall fall under the same restrictions as Title 36 that apply to our visitors. Visitors to the park should have open access to the Contractor's site without the possibility of incidental contact with pets. Small vegetable or flower gardens are permitted in a designated area, upon approval from the Contracting Officer or their representative. Decorations may be allowed or disallowed at the discretion of the Government. Excessive decoration of campsites is discouraged. Contractors shall perform watering in and around the Contractor's trailer site. The Contractor shall not use any chemicals (for example, Roundup, Weed-B-Gone, etc.) to control weeds.

1.30. Security of Personal Property

Security of Park Custodian's living quarters and all personal property shall remain the Custodian's responsibility throughout the contract period. The Government accepts no

responsibility for, nor will it be liable for, damage or theft occurring to the Custodian's property. In addition to automobile liability insurance required, the Contractor is responsible for obtaining and paying for any other insurance desired, including but not limited to, general liability, comprehensive property, etc.

1.31. Cooperation with Others

The Contractor shall cooperate with other Park Custodians, Attendants, Park Volunteers, Corps of Engineers employees, Government Contractors, lessees, and law enforcement personnel. The Contractor shall not direct the work performance of another Contractor, volunteer, or Corps of Engineers employee.

1.32. Pets

Any pets allowed shall be confined or restrained in a manner that shall prevent physical contact with visitors that may come to the Contractor's living area or quarters for assistance. All pets shall be kept on a leash 6 feet in length or under physical restraint at all times. Pets shall not be allowed in or near shower houses, shelters, bathrooms, etc. (NO EXCEPTIONS) unless registered as a Service Animal. Contractors shall be liable for any damage to government facilities, and/or damage to park visitors' property or person caused by their pets. Contractors are responsible for daily cleanup of their pet's waste and disposing of the same in an approved sanitary manner. Pets shall be kept clean, free of foul odors, and have all vaccinations as required by state laws in effect at the park's location. The Contracting Officer's Representative may require the removal of any animal deemed a nuisance or a danger, or that causes physical damage to Government property.

1.33. Work Schedule

Contractors shall perform all specified duties during the period of performance according to the schedule included in Attachment 6 of this PWS. The Contractor must work federal holidays even if they fall on a normally scheduled day off. An alternate day off will be approved by the Contracting Officer or their designated representative. The Contractor shall also be required to perform duties on September 30th even if it falls on the Contractor's normally scheduled day off.

1.34. Visitor Assistance

The primary role of the Contractor is Custodial Services at or around the facilities and throughout the park. A secondary role is to courteously assist visitors and to inform customers of the rules and regulations tactfully and respectfully. Contractors cannot enforce Title 36 regulations. The Contractor shall not argue with, threaten, harass, or badger visitors or attempt to detain or apprehend violators or conduct searches of people or personal property. Contractors shall perform their duties with professionalism befitting a public servant and the Corps of Engineers. Contractors shall not use profanity in dealing with the public, project personnel, or other Contractors. Within the context of Corps policies and regulations, Contractors shall provide for the needs of our visiting public and act as public relations representatives for the Corps of Engineers.

- Contractors shall become familiar with Title 36, CFR, Chapter III, Part 327, “Rules and Regulations Governing Public Use of Corps of Engineers Water Resource Projects”, campground and/or park rules, policies, and requirements. Promptly report to any Park Ranger all accidents, violations of law, disturbances, and situations that could affect the safety of visitors. Serious or life-threatening incidents and emergencies shall be immediately reported to Park Rangers, project personnel, and/or local law enforcement. Minor situations and incidents shall be reported to Park Rangers as instructed. Contractors shall not attempt to direct, manipulate, undermine, oppose, or “second-guess” decisions made by Park Rangers, other Corps employees, or volunteers under staff guidance.
- Contractors shall not discriminate against persons based on race, color, religion, sex, national origin, age, or disabilities.
- Contractors shall not carry or display firearms, pepper spray, mace, clubs, or any item or piece of equipment that may be construed as a weapon. This policy shall be followed despite any “conceal and carry” permit the Contractor may possess. The Contractor shall not display any type of emergency lights or emergency/law enforcement decals on vehicles used during the performance of this contract.
- Contractors shall remove any signs from their vehicles stating “Park Custodian” or similar type signs when not actually working under the contract (Example: when off duty, the Contractor shall remove signs prior to leaving the park).

1.35. Questions and Answers

Prospective bidders should contact Danny Homer at 816-389-3458 or Julie Radcliffe at 816-389-3349 at the Melvern Project Office for any questions pertaining to the PWS. Potential Contractors are urged to inspect the areas they are interested in before they submit a quote, to become familiar with the size and scope of the area and the required duties.

PART 2 - DEFINITIONS AND ACRONYMS

2.1. Definitions

- Clean: As used generally, free of all foreign matters, dirt, debris, film, spots, streaks, or other impurities. As used for acceptance of work, means gleaming; free from dirt, contamination, or impurities; unsoiled, unstained, neat, and tidy, free of dirt, foreign material, residue, mold, mildew, algae, trash, excess water, sanitizers, and cleaners.
- Contractor: A supplier or vendor having a contract to provide specific supplies or services to the government. The term used in this contract refers to the prime.
- Contracting Officer (KO): A person with authority to enter, administer, and/or terminate contracts, and make related determinations and findings on behalf of the government. *Note: The only individual who can legally bind the government.*

- **Contracting Officer's Representative (COR):** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor if that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- **Critical Element:** A critical element is a task, procedure, or operation which has been determined to be mandatory to fulfill the condition, value, or measure comprising a standard. Deviations from standards for critical elements shall constitute a major defect.
- **Non-Critical Element:** A non-critical element is a task, procedure, or operation which has been determined to be essential to the overall condition, value, or measure comprising a standard, but will not constitute a substantial deviation (major defect) from the standard. Repeated unsatisfactory performance or non-performance on non-critical elements can constitute a substantial deviation (major defect) from the standard.
- **Debris:** Articles or parts thereof such as dead insects, paper, gum, paper clips, candy, lint, litter, strings, cigarette butts, leaves, sand, excrement, etc.
- **Defective Service:** A service output that does not meet the standard of performance associated with the Performance Work Statement.
- **Deliverable:** Anything that can be physically delivered but may include non-physical things such as meeting minutes.
- **Dirt:** Particles of sand, soil, grit, or pebbles; mud, dust, fuzz, tar, liquid stains, vomit, ashes, etc.
- **Disinfect:** To cleanse to destroy any harmful microorganisms, fungus, algae, and mold, by application of an approved chemical agent.
- **Foreign Matter:** Any articles, or parts thereof, not belonging to the place found, including but not limited to: spider webs, cobwebs, wasp nests, bird nests, mud dauber nests, etc.
- **Fully Clothed:** Meaning a sleeved shirt (T-shirts are acceptable), trousers/shorts, and shoes shall be worn at all times, except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals. Clothing shall be clean and neat in appearance and shall not be ripped, torn, or excessively faded.
- **Glass:** Exposed glass surfaces (Lucite, plastic, transparent materials, metal mirrors) that are not windows.
- **Neat/Clean:** Orderly, tidy, free from dirt, debris, and clutter.
- **Key Personnel:** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the people that are listed in the proposal.

- **Major Defect:** A defect that is likely to reduce materially the usability of the unit of service for its intended purpose, or that judgment and experience indicate would result in hazardous or unsafe conditions. A major defect is also a defect that judgment and experience indicate requires immediate corrective action to achieve substantial compliance with an established standard. A major defect is also classified as a collection of 2 or more minor defects in the same general area.
- **Minor Defect:** A defect that is not likely to reduce materially the usability of the unit of service for its intended purpose, or is a departure from the established standards having little bearing on the effectiveness of the unit of service. A minor defect is a defect that judgment and experience indicate is not a substantial deviation from requirements and generally does not require re-performance for overall performance to be considered satisfactory.
- **Park Facilities:** Include but are not limited to: Parking lots/areas, boat ramps, courtesy docks, shower/restrooms, vault toilets, trailer sanitary dump stations, campsites, picnic shelters, picnic areas, playgrounds, beaches, park custodian sites, and alongside roadways extending 20 feet outward from each shoulder.
- **Physical Security:** Actions that prevent the loss or damage of Government property.
- **Quality Assurance:** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- **Quality Assurance Surveillance Plan (QASP):** An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.
- **Quality Control (QC):** All necessary measures taken by the Contractor to assure that the quality of the product or service shall meet contract requirements.
- **Sanitary:** Clean and free of bacteria that may endanger health; hygienic.
- **Subcontractor:** One that enters a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.
- **Trash:** Any abandoned articles, or parts thereof, such as paper, gum, used cups, empty cans and bottles, food scraps, litter, strings, cigarette butts, leaves, or similar waste items, as well as dirt, debris, and foreign matter collected during cleaning, and unwanted residues and ashes.
- **Windows:** The transparent surfaces which are an integral part of the outer wall of a building.
- **Workday:** The number of hours per day the Contractor provides services in accordance with the contract.
- **Work Week:** Defined as Sunday through Saturday, unless specified otherwise.

PART 3 - GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.1. Government Furnished Items and Services

The Government will furnish the Contractor the property identified below to be used in

performing the contract. When the property is delivered, the Contractor shall verify its quantity and condition in writing to the Contracting Officer's Representative on Memorandum Receipt, ENG Form 4866, upon receipt. Damages or loss will be reported in writing to the Contracting Officer's Representative within 72 Hours.

3.2. Government Property Check-Out

The Contractor shall be required to sign for accountable Government property and equipment at the beginning of the contract period. Contractors shall be responsible for maintaining the property and returning it at the end of the contract period unless other arrangements have been made.

3.3. Storage Shed

The Government will provide a storage facility for Contractors to store and maintain supplies/materials, equipment, etc., for use in the performance of the contract. Contractors shall provide upkeep and minor maintenance to the facility assigned to the Contractor at the Contractor's sole expense. Before any modification of the facility is made by the Contractor at their expense, the Contractor must give the Contracting Officer documentation describing, in detail, the modification requested. No alterations to the facility shall be made without specific written permission from the Contracting Officer. All Contractor property must be removed permanently at the end of each season of the contract. Arrangements for larger items must have manager's approval prior to being left.

3.4. Campsite

An improved site for a self-contained trailer or motor home with 50 Amp electric service, water, sewage hookups, and refuse collection (from a nearby dumpster) will be provided at no charge to the Contractor. Some utilities may be impacted by weather and not readily available prior to the opening of parks. Occupancy of this site is limited to the Contractor's camping unit and personal vehicles only. The campsite, turnout, and associated facilities shall not be modified for the convenience of the Contractor without prior approval from the COR.

3.5. Services

The Government will provide refuse collection from dumpsters identified by the COR located at the entrance to the campground. The Contractor shall be responsible for bringing all refuse and debris collected during the performance of services (including emptying of waste receptacles, as specified) to the identified dumpsters. The Contractor shall not dispose of flammable liquids, mineral spirits, oil, lubricants, and other flammable or hazardous material in dumpsters.

3.6. Materials and Supplies

Materials and supplies will be issued to the Contractor initially and picked up on an as-needed basis thereafter. All materials and supplies remaining at the end of the season shall be returned to the Melvern Lake Project Office or arrangements made with the COR:

- Toilet Paper
- Trash bags
- Water for cleaning
- Daily work logs

3.7. Keys

The Contractor will be furnished a set of keys to those buildings and areas where access is necessary to perform the work described herein or determined to be necessary by the COR. No duplicates of the keys may be obtained in any manner by the Contractor. Security of the keys shall be the responsibility of the Contractor. The failure of the Contractor to provide adequate key security will result in a deduction from payment due the Contractor in the amount required to replace lost or damaged keys and a deduction for replacement of any locks, lock tumblers, or lock sets for any affected locks at the rate charged by a commercial locksmith.

3.8. Utilities

The Government will furnish utilities for the operation of the custodial services provided. These utilities include electricity, water, and sewer. One CXT bathroom (at the boat ramp) does not have electricity or water; the Contractor will be required to provide means for hauling water for cleaning purposes to this location.

3.9. Identification

Magnetic vehicle "Park Custodian" signs may be provided by the government for use while in the parks performing duties outlined in the PWS.

3.10. Government Property Clearance

Government personnel will be available the day AFTER the last date of services to check out Contractors and to receive Government-furnished property from them. All Government-furnished equipment and items must be returned to the Government prior to Contractor departure.

3.11. Equipment

None.

PART 4 - CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1. Contractor Furnished Items and Responsibilities

- **General:** Except for those items or services specifically stated in Section 3 as Government-furnished, the Contractor shall furnish everything needed to perform this contract according to all its terms. The requirements mentioned below are not all-inclusive of the Contractor-furnished items and services required.
- **Materials/Supplies and Equipment:** The Contractor shall provide the following example items for this contract (this list may not be all-inclusive):

Item / Equipment Description	Item / Equipment Description
Working insured vehicle (including fuel, maintenance, and insurance)	Water Hoses
Brooms	Dustpans
Mops	Buckets
Brushes	Rags
Squeegees	Sponges
Cleaners	Rakes
Disinfectants	Shovels
Bleach	High-pressure hose for pressure washer cleaning
Water tank and pressure washer for cleaning remote toilets	

***NOTE:** The Contractor may store supplies and equipment in the Government-furnished storage site or at other locations of the COR's approval. No supplies or equipment shall be distributed throughout the facilities. **EXCEPTION:** The Contractor may choose to place additional rolls of toilet paper, trash bags, hoses, or supplies in the mechanical rooms of the buildings to be serviced with COR approval.

4.2. Vehicle(s)

Transportation vehicle(s) for use in performing the requirements of this contract must be street-legal, properly licensed, and the Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance for each vehicle shall be delivered to the Contracting Officer or their designated representative at the pre-work meeting. The Contractor (all personnel) shall maintain a valid state driver's license. A photocopy of licenses will be taken at the pre-work meeting.

4.3. Trailer/Motor Home

The Contractor shall furnish a presentable, factory-built, "self-contained" recreational vehicle (RV) of the travel trailer or motor home type to serve as temporary living quarters for the entire contract period. The maximum size of the trailer or motor home shall be determined by the physical limitations of the furnished park Custodian pad. The trailer or motor home shall be parked at the designated park custodian campsite, or a site selected by the COR. The Contractor must supply all hoses, cables, and fittings

necessary to connect the RV to any desired utilities (existing utilities shall not be modified by the Contractor). Pickup shell-type campers, pop-up tent trailers, tents, mini-travel trailers, mobile homes, or other RVs which do not meet size requirements or the “self-contained” classification as determined by inspection of the COR will not be acceptable. Park Custodians may be allowed to stay off-site if their residence is within reasonable proximity of the project, subject to approval from the Operations Manager prior to the start of the contract.

4.4. Mail

Mail service will be at the discretion of the Contractor. If service is desired, it is the responsibility of the Contractor to contact the local Post Office to determine if rural delivery is available. If the Contractor elects to have service, the Government may provide a mailbox location near the Project Office, in accordance with U.S. Postal Service requirements. The Contractor shall provide the Project Office with the local mailing address, once established. Mail or packages will not be accepted at the office.

PART 5 - SPECIFIC TASKS

5.1. Basic Services

The following requirements are applicable to all schedules of the contract. The Contractor shall provide Park Custodian services as per the specifications, drawings, and exhibits in the PWS. Service standards consist of the following. A major defect in this requirement shall be failure to perform satisfactorily in (1) one or more critical elements, or (2) two or more non-critical elements in the park.

- **Park Custodian Duties (General Information):** Custodial duties listed herein are directly related to public wellness and sanitation; therefore, it is essential that all facilities and areas be serviced as specified herein. If an area or facility is missed, or is not properly cleaned, the Contractor shall re-perform services immediately upon receipt of notice from the Contracting Officer or their representative. Failure to correct noted deficiencies may result in withholding payment for services not performed. Ensure that services are performed in a manner that shall maintain a satisfactory facility condition and present a clean, neat appearance. All cleaning procedures and treatments shall be accomplished in accordance with the manufacturer’s directions and/or listed specifications and industry standards. Cleanings shall be performed at the frequencies shown in the attached schedule.
- **Work Schedule (Critical Element):** The Contractor shall perform work as described in the provided work schedule in Attachment 6 of the PWS.
- **Public Relations (Critical Element):** The Contractor shall maintain a positive attitude with the public, cooperate with others, and display proper personal behavior/actions/appearance while providing visitor assistance.

- **Living Area (Non-Critical Element):** The Contractor shall clean their living area weekly or as required to keep it clutter-free and odor-free, as well as maintain the living area in an aesthetically pleasing state. Checks will be made throughout the contract.
- **Paperwork (Critical Element):** All required paperwork shall be properly submitted and accurate. Spot checks will be performed throughout the contract.
- **USACE Policies and Procedures (Critical Element):** Policies/procedures outlined in the contract are to be adhered to. Spot checks will be performed throughout the contract.

5.2. Daily Major Cleanups

The Contractor shall perform major cleanups daily in accordance with the attached schedule. Daily Major Cleanups shall include the following tasks:

- **Shower Houses/Restrooms (Critical Element):** The Contractor shall clean all toilets, urinals, sinks, faucets, handles, benches, showers, and change houses, inside and outside; including windows, fixtures, walls, partitions, ceilings, doors, eaves, louvers, vents, screens, shower doors, and floors to provide "clean, sanitary, and foul-odor-free" facilities. Standing water shall be removed from floors after each cleaning. Toilet tissue shall be distributed at each toilet when it is cleaned and/or checked to always provide an adequate supply (no loose rolls shall be left within public access). Marks of vandalism and graffiti shall be removed without damaging the paint surface. Shower stalls, interior walls, floors, and partitions shall be kept clean and sanitary. The custodians shall remove all obstructions from drains and fixtures, including toilets, urinals, drain covers, and valves that are easily removable using a plunger or plumber's snake.
- **Trailer Dump Station (Critical Element):** The Contractor shall clean daily all slabs, flush bowls, intakes, hydrants, hoses, wheel stops, and other appurtenances at trailer dump stations to provide "clean and sanitary" facilities.
- **Group Picnic Shelters (Critical Element):** The Contractor shall clean, after each use and/or once a day, the following: floor slab, table seats and tops, barbeque grills, water fountains, light fixtures, eaves, ceilings, and columns to provide "clean" facilities.
- **Sidewalks (Non-Critical Element):** All sidewalks and steps shall be cleaned daily, and the area policed to remove all debris, refuse, and animal or human feces.
- **Day Use Sites (Critical Element):** The Contractor shall remove daily all refuse and debris from day use picnic table sites.
- **Removal of Trash (Critical Element):** The Contractor shall empty all waste containers, replace the liners, and return them to their initial location. This includes all facilities within the park. These liners shall be appropriate for the size of container they are being used in and shall be changed as required or at the direction of the COR. Any obviously soiled or torn liners shall be replaced. All debris or liquids remaining in a trash receptacle due to a leaky plastic liner must be removed. Trash bags that are being disposed of must be tied securely. The Contractor shall pick up any trash that may have fallen onto the facility or

grounds during the collection process. Trash receptacles shall be cleaned inside and out, shall have clean liners, and shall be free of odor; contents shall be deposited in a centralized dumpster.

- **Policing (Critical Element):** The Contractor shall police all areas within 20 feet of the facilities they are required to service, as well as the sidewalks and parking areas that serve them. Boxes, containers, trash bags, papers, and broken equipment from campers (chairs, tables, awnings, tents, and shades) that are left or placed near a trash receptacle shall be removed and deposited at or near a centralized dumpster. The Contractor shall police 20 feet around the area of all trash cans and dumpsters. All trash shall be deposited in the centralized dumpsters provided by the Government. The Contractor shall monitor all dumpsters to ensure maximum utilization.
- **Hazards (Critical Element):** Report all safety hazards and repairs as directed by the COR.
- **Drinking Fountains (Non-Critical Element):** The Contractor shall clean daily all surfaces of drinking fountains and adjacent slabs to provide "clean and sanitary" facilities.

5.3. Daily Minor Cleanups (Critical Element)

The Park Custodian Contractor shall perform Daily Minor Cleanups in accordance with the schedule in Attachment 6. Minor Cleanups shall include the same tasks as Major Cleanups; however, the Contractor need only perform the applicable steps listed as needed to ensure items are clean (spot checking and/or spot cleaning).

5.4. Weekly Major Cleanups (Non-Critical Element)

The Contractor shall perform major cleanups weekly in accordance with the attached schedule. Weekly Major Cleanups shall include the following tasks:

- **Playgrounds, Sand and Graveled Areas, Fish Cleaning Station:** The Contractor shall clean debris from playgrounds, sand volleyball pits, horseshoe pits, and wipe down bulletin boards. The Contractor shall clean the table and check the pump operation of the fish cleaning station on the boat ramp dock. If the pump is not operational, the Contractor must notify the COR or project staff.

5.5. Yearly Major Cleanups (Critical Element)

Before and at the end of each season, all facility mechanical rooms shall be cleaned, organized, and ready for the upcoming season. All facility light covers shall be cleaned out if full of bugs or debris.

5.6. Emergency Cleanups (Critical Element)

The Contractor shall perform emergency cleanups in their areas as needed during the contract period. Emergency cleanups shall be for unforeseen issues involving sanitary conditions for public wellness or safety that occur between Major and Minor cleanups, or outside normal duty hours, and shall be performed at no additional cost to the government. Contractors shall not be required to perform Emergency Cleanups on their

normally scheduled time or day off. If the emergency cannot be fixed, the Contractor shall lock the facility, silence any alarms, place a "closed" sign on the facility, and notify staff as soon as possible.

5.7. List of Facilities

Contractors shall perform services for the areas/facilities shown in Attachment 5. It is the responsibility of the Contractor to determine exact quantities and conditions affecting performance of this work. Total number of grills, trash cans, tables, and countertops is subject to a variation of +/- 10 each at no change in contract amount.

PART 6 - APPLICABLE PUBLICATIONS

6.1. Applicable Publications (Current Editions)

The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures:

- Safety and Health Requirements Manual, EM 385-1-1 (latest edition)
- Occupational Safety and Health Act (OSHA) – www.osha.gov
- Title 36 – Rules and Regulations

PART 7 - ATTACHMENTS AND TECHNICAL EXHIBITS

- Attachment 1 – Performance Requirements Summary
- Attachment 2 – Deliverables Schedule
- Attachment 3 – AT/OPSEC Requirements
- Attachment 4 – Corps Watch Information Paper
- Attachment 5 – Facility List
- Attachment 6 – Work Schedule/Park Tour and Custodial Schedule
- Attachment 7 – Vicinity Map
- Attachment 8 – Melvern Lake Camping Map
- Attachment 9 – Quality Control Plan Example
- Attachment 10 – Sample Invoice

ATTACHMENT 1 - PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Performance Objective (Service Required)	Quality Standard	Acceptable Quality Level (AQL)	Recommended Method of Evaluation	Result of Unacceptable Performance	Proportion of Service Value
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PRS #1: Work Schedule	Attachment 6	No more than 1 unexcused missed scheduling per month	100% Inspection / Validated Customer Complaints	Deduction in pay for scheduled hours/days not worked	Total Monthly obligation minus missed times
PRS #2: Safety Regulations	1.20, 1.22, 5.2	0 Major defects; No more than 1 minor defect per month	100% Inspection / Validated Customer Complaints	Repeat offenses can result in contract termination	5%
PRS #3: Public Relations	1.16, 1.34, 5.1	0 Major defects; No more than 1 minor defect per month	Customer Comment Forms / Validated Complaints	Multiple validated complaints can result in termination	15%
PRS #4: Living Area	1.28, 1.29	No more than 1 Major Defect or 2 Minor Defects per month	Random or 100% Inspection / Validated Complaints	Repeat offenses can result in contract termination	5%
PRS #5: Paperwork	Attachment 2 Deliverables	0 Defects; All deliverables must be turned in	100% Inspection	Withholding of payment until deliverables are turned in	15%
PRS #6: COE Policies	5.1, 6.1	All policies/procedures must be strictly adhered to	Planned or Random Inspections / Observations	Repeat offenses can result in contract termination	5%
PRS #7: Major Cleanups	5.2, 5.4, 5.5	No more than 1 Major Defect or 2 Minor Defects per month	Random Inspection / Validated Complaints	Pay deductions; repeat offenses can lead to termination	40%
PRS #8: Emergency Cleanups	5.6	No more than 1 Major Defect per month	100% Inspection	Pay deductions	5%
PRS #9: Minor Cleanups	5.3	No more than 2 Minor Defects per month	Random Inspection / Validated Complaints	Pay deductions; repeat offenses can lead to termination	15%

ATTACHMENT 2 - DELIVERABLES SCHEDULE

Deliverable	Frequency	# Copies	Medium/Format	Submit To
Proof of Insurance (1.9, 4.2)	Once, prior to start of work each season	1 Copy	Hard copy or Electronic	Danny Homer (danny.l.homer@usace.army.mil) 31051 Melvern Lake Pkwy, Melvern, KS 66510
Proof of Valid Driver's License (4.2)	Once, prior to start of work each season	1 Copy	Hard copy or Electronic	Same as above
Quality Control Plan (1.6)	Once, prior to start of work each season	1 Copy	Hard copy or Electronic	Same as above
Cleaning Supplies List (1.22)	Once, prior to start of work each season	1 Copy	Hard copy or Electronic	Same as above
Corps Watch Acknowledgement (1.8, Att. 3, Att. 4)	Once, prior to start of work each season	1 Copy	Hard copy or Electronic	Same as above
Monthly Invoice with Labor Hours (1.20, 1.23)	Monthly, with daily work logs	1 Copy	Hard copy or Electronic	Same as above

ATTACHMENT 3 - ANTITERRORISM/OPERATION SECURITY REQUIREMENTS

The security requirements described below apply to all contract personnel (including employees of the prime Contractor and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative. Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE)

installations, facilities and activities, and security awareness training contributes to those efforts.

The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures.

Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center- Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures.

Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at www.e-verify.gov to meet the contract employment eligibility requirements.

ATTACHMENT 4 - CORPS WATCH INFORMATION & EMPLOYEE ACKNOWLEDGEMENT

- In modern times, Security is simply EVERYONE's responsibility. We owe it to our organization, our families, and ourselves to constantly be vigilant about what goes on around us. Trust your instincts. If a behavior or activity makes you feel uncomfortable, report it. "If you see something, say something!"
- The Contractor and all associated sub-Contractors shall brief all employees on the local iWATCH, Corps Watch, or See Something, Say Something program. This training shall be completed within 30 calendar days of contract award.
- How to report: In an emergency call 911. Contact the Melvern Lake Project Office at 785-549-3318. Contact your immediate supervisor or the COR for your contract.

Employee Acknowledgement Sheet

Printed Name

Signature

Date

ATTACHMENT 5 - FACILITY LIST: TURKEY POINT PARK

Facilities / Areas	Quantity (EST)*
Day Use Area (picnic sites, 2 parking areas, approx. 4 trash cans)	1
Boat Ramp (dock, fish cleaning station, parking area, vault toilet, dumpster)	1
Custodian Site (Storage shed, grill/fire ring, table, parking area)	1
Dump Station area (including dumpster area)	1
Main Shower building/latrine (including parking area)	1
Old Group Camp area (shelter, tables, countertops, water fountain, grill, sidewalks, retaining wall, 3 parking areas, CXT vault toilet, approx. 5 trash cans)	1
Lake View Group Camp (shelter, sidewalks, tables, countertops, grill, shower CXT, playground, 2 parking areas, dumpster, approx. 5 trash cans)	1
Playground areas	2
CXT bathroom (Men's & Women's side flush toilets and sinks, with parking area)	1
CXT bathroom (M/W flush toilet/sink on one side, shower on the other side)	1
Water fountains or hydrants	3
Sidewalks around and between facilities	Within 20'
Litter pickup at facilities, parking areas, and roadways	Within 20'

**Note: The Contractor is responsible for a pre-bid site visit to verify quantities. The Contractor is not responsible for any fire rings in the park or grills in the day use area.*

ATTACHMENT 6 - SCHEDULES

Work Schedule

Day of the Week	Schedule (01 May - 30 September)
Sunday, Monday, Tuesday	5:00 AM to 11:00 AM (Major Cleaning)
Wednesday	DAY OFF
Thursday	3:00 PM to 6:00 PM (Minor Cleaning)
Friday, Saturday	5:00 AM to 11:00 AM (Major Cleaning) & 3:00 PM to 6:00 PM (Minor Cleaning)

**Note: Start times are at the discretion of the Contractor, but consistent patterns must be kept. Signs must be displayed while facilities are being cleaned and while floors are wet.*

ATTACHMENT 7 - VICINITY MAP

A copy of the Melvern Lake Map showing locations of areas where facilities are located can be found at the following link: www.nwk.usace.army.mil/Locations/District-Lakes/Melvorn-Lake/
Click on maps and brochures, click on Melvern Lake map.

ATTACHMENT 8 - MELVERN LAKE / TURKEY POINT PARK MAP

For the Turkey Point Park map, use the website listed above: Click on maps and brochures, click on Melvern Lake Camping Map, scroll down to Turkey Point Park.

ATTACHMENT 9 - QUALITY CONTROL PLAN EXAMPLE

Contract Number: _____
Contractor: _____
Contract Title: _____

I shall personally assure that all elements of this contract are completed as stated. The following methods will be used to ensure satisfactory services:

Inspection:

1. All work will be personally supervised and inspected by myself or a designated Alternate Quality Control Person (QCP).
 - Primary QCP: _____ Phone: _____
 - Alternate QCP: _____ Phone: _____
2. Contract maps and specifications shall be utilized to ensure completeness of services performed.
3. A copy of the contract specifications and maps/drawings shall be kept on-site by the QCP while work is being performed.
4. All elements defined in the Performance Requirements Summary shall be checked for completeness prior to leaving the area.
5. All Government-issued keys and codes will be assigned by the QC to the QCP. Lost keys will be reported immediately.

Deficiencies:

Should a deficiency occur, measures shall be taken to correct it within the contract-specified timeframes. The deficiency will be noted, and procedural adjustments will be made to prevent future occurrences.

Signature: _____ Date: _____

ATTACHMENT 10 - SAMPLE INVOICE

- FROM: [Contractor's Name / Address / Phone]
- TO: Melvern Lake Project Office, 31051 Melvern Lake Parkway, Melvern, KS 66510
- INVOICE NO: _____
- DATE OF INVOICE: _____
- CONTRACT NUMBER: _____
- DATES OF SERVICE: _____
- NUMBER OF MAN HOURS: _____

(End of Performance Work Statement)

*** END OF NARRATIVE ***

Requirements

The U.S. Army Corps of Engineers (USACE) has a requirement for custodial services at multiple recreation areas and facilities located at Melvern Lake, Pomona Lake, Wilson Lake, and Perry Lake, Kansas. The Contractor shall perform all required custodial services in accordance with the Performance Work Statement (PWS) applicable to each individual package under this solicitation.

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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

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

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____

Ship From Code _____
Mark For Code _____
Service Approver (DoDAAC) _____
Service Acceptor (DoDAAC) _____
Accept at Other DoDAAC _____
LPO DoDAAC _____
DCAA Auditor DoDAAC _____
Other DoDAAC(s) _____

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

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

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

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

(g) WAWF point of contact.

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

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

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

(End of clause)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.217-2	Cancellation Under Multi-year Contracts.	1997-10		

52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05

52.232-29	Terms for Financing of Purchases of Commercial Products and Commercial Services.	2021-11
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	2023-01
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.225-7001	Buy American and Balance of Payments Program.	2024-02
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03
252.225-7021	Trade Agreements.	2024-02
252.225-7036	Buy American-Free Trade Agreements--Balance of Payments Program.	2024-02
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	2024-05

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01		
252.227-7015	Technical Data-Commercial Products and Commercial Services.	2025-01		
252.227-7037	Validation of Asserted Restrictions on Technical Data.	2025-01		
252.232-7010	Levies on Contract Payments.	2006-12		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.243-7002	Requests for Equitable Adjustment.	2022-12		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11		

252.247-7023	Transportation of Supplies by Sea.	2024-10
252.247-7028	Application for U.S. Government Shipping Documentation/ Instructions.	2012-06

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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52.217-8	Option to Extend Services.	1999-11		
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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 prior to contract expiration.

(End of clause)

52.217-9	Option to Extend the Term of the Contract.	2000-03
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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 5 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 60 months.

(End of clause)

52.222-42 Statement of Equivalent Rates 2014-05
for Federal Hires.

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

(End of clause)

52.222-90 Addressing DEI Discrimination 2026-04
by Federal Contractors.
(Deviation 2026-O0040, Revision
1)

Addressing DEI Discrimination by Federal Contractors (Apr 2026) (Deviation 2026-O0040, Revision 1)

(a) Definitions. As used in this clause-

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment

based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
- (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
- (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
- (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
- (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
- (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.237-7019	Training for Contractor Personnel Interacting with Detainees.	2023-01		

TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JAN 2023)

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

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Detainee" means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

"Personnel interacting with detainees" means personnel who, in the course of their duties, are expected to interact with detainees.

(b) *Training requirement.* This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to-

(A) Receive the training specified in paragraph (b)(1) of this clause-

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

US Central Command (USCENTCOM)

Commander, Combined Forces Land Component Commander (CFLCC) a.k.a.

Third Army, Ft. McPherson, Atlanta, GA

Staff Judge Advocate (SJA) Forward, Kuwait

POC: Lieutenant Colonel Gary Kluka

E-mail: Gary.Kluka@arifjan.arcent.army.mil

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	B.08.02.01 - Section J Attachm ent -1- Ve ndor_s Inf ormation	Supporting Technical Documentation		20 Aug 2026			Attachment	No
0002	B.08.02.01 - Section J Attachm ent -2- Re lative Exp erience Fo rm	Supporting Technical Documentation		20 Aug 2026			Attachment	No
0003	B.08.02.01 - Section J Attachm ent -3- Pa st Perform ance Quest ionaire (PPQ)	Supporting Technical Documentation		20 Aug 2026			Attachment	No

Section K - Representations, Certification, & Other Statements

INSTRUCTIONS FOR FOREIGN ACQUISITION REPRESENTATIONS

Vendors are advised that this solicitation incorporates mandatory commercial provisions and clauses pertaining to the Buy American Act (BAA), Free Trade Agreements (FTA), and the Trade Agreements Act (TAA).

- **SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION:** Vendors that maintain current, complete, and accurate annual representations and certifications within SAM.gov are not required to manually complete these provisions within this document. The Government will rely on the vendor's active SAM.gov profile for compliance.
-
- **MANUAL COMPLETION FOR END PRODUCTS:** For quotes that include the delivery, furnishing, or use of end products where the vendor cannot rely on active SAM.gov certifications, the vendor must manually complete only the single provision that corresponds to the total dollar value of their submitted quote.

The Government determines the legally applicable statute based on the internal estimated value of the requirement. However, completing the single provision aligned with the quote value is acceptable for the administrative purpose of submitting a responsive quote. The uncompleted provisions will remain in the solicitation for system compliance but are not applicable to the vendor's submission and require no action.

(End of Instructions For Foreign Acquisition Representations)

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and	2026-02		

Certifications. (Deviation 2026-00038)

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.219-7000	Advancing Small Business Growth.	2023-06		
252.225-7031	Secondary Arab Boycott of Israel .	2005-06		
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.	2022-12		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

DFARS Provisions Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.225-7000	Buy American--Balance of	2024-02
	Payments Program Certificate.	

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those 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".

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____

(3) The following end products are other foreign end products, including 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".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number _____

[List as necessary]

(End of provision)

252.225-7020 Trade Agreements Certificate. 2014-11

TRADE AGREEMENTS CERTIFICATE-BASIC (NOV 2014)

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the

Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless-

- (i) There are no offers of such end products;
- (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
- (iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements-Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)	(Country of Origin)
_____	_____
_____	_____
_____	_____
(End of provision)	

252.225-7035	Buy American--Free Trade Agreements--Balance of Payments Program Certificate.	2024-02
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BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM
CERTIFICATE-BASIC (FEB 2024)

(a) Definitions. "Bahraini end product," "commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "Free Trade

Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7036, Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;

(ii) Each domestic end product listed in paragraph (c)(3) of this provision contains a critical component or a critical item; and

(iii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror shall identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Australian) end products:

____(Line Item Number) ____ (Country of Origin)

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end

products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products:

____(Line Item Number) ____ (Country of Origin)

(iii) The following supplies are other foreign end products, including 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 those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

(3) The Offeror shall list the line item numbers of domestic end products that contain a critical component or a critical item (see section 25.105 of the Federal Acquisition Regulation).

Line Item Number: ____ [List as necessary] ____

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

INSTRUCTION TO VENDORS

(Addendum to FAR 52.212-1 Instructions to Offerors--Commercial Products and Commercial Services)

1. SUBMISSION OF QUOTES

Quotes shall be submitted electronically via email to the Contracting Officer, Christopher Anderson (christopher.w.anderson@usace.army.mil), and the Contract Specialist, Cade Zelinsky (cade.s.zelinsky@usace.army.mil), prior to the closing date and time identified in Block 8 of the SF 1449.

2. QUOTE PREPARATION AND CONTENT

To be considered for award, the Vendor's quote must include all required information. The quote shall consist of the completed SF1449, the Pricing Breakdown (as required in the PWS), and the specific attachments detailed below.

3. INSTRUCTIONS FOR SOLICITATION ATTACHMENTS

The Government has provided three (3) attachment forms with this solicitation. Vendors shall adhere to the following instructions regarding these forms:

A. Attachment 2: Relative Experience Form (MANDATORY)

Requirement: Vendors MUST complete and submit this form with their quote.

Purpose: The Government will use this form to evaluate the Vendor's technical capability and relative experience in performing requirements similar in size, scope, and complexity.

Warning: Failure to submit a completed Relative Experience Form will result in the quote being deemed non-responsive, and the Vendor will not be considered for award.

B. Attachment 3: Past Performance Questionnaire (PPQ) (OPTIONAL)

Requirement: Submission of this form is OPTIONAL.

Purpose: Vendors may distribute this form to previous clients to provide an assessment of the Vendor's past performance. If used, the PPQ should be completed by the previous client and submitted alongside the Vendor's quote.

Evaluation Note: If a Vendor chooses not to submit a PPQ, they will not be evaluated favorably or unfavorably on this element. The Government reserves the right to review Contractor Performance Assessment Reporting System (CPARS) and other available government databases to evaluate past performance regardless of PPQ submission.

C. Attachment 1: Vendor Information Form (OPTIONAL)

Requirement: Submission of this form is OPTIONAL.

Purpose: This form is provided as an administrative convenience to quickly capture the Vendor's CAGE code, Unique Entity Identifier (UEI), and primary Point of Contact (POC) information. While optional, Vendors are highly encouraged to submit it to expedite administrative processing in the event of an award. Vendors must ensure their UEI and CAGE code are active in the System for Award Management (SAM.gov).

(End of Instruction to Vendors)

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-	2026-02		

Commercial Products and
Commercial Services. (Deviation
2026-O0038)

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		

Section M - Evaluation Factors for Award

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible vendor whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate quotes:

1. Price

2. Relative Experience: Number of contracts the contractor has performed that are equal or greater in tasks that are similar to the task identified in the Performance Work Statement (PWS).

3. Past Performance: Number of contracts the contractor has and the documentation that identifies how well their performance was in those contracts that are similar to the task identified in the Performance Work Statement (PWS).

Relative Experience and Past Performance, when combined, are more important than Price.

(b) Options (if applicable). The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A quotation submitted in response to this RFQ is not a binding offer. A written notice of award, in the form of a Contract, may be furnished to the successful vendor for signature. This notice of award shall not result in a binding contract until it is signed by both the vendor and the Contracting Officer. The Government reserves the right to withdraw the notice of award at any time prior to final execution by the Contracting Officer.

(End of provision)