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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

PERFORMANCE WORK STATEMENT
2027– 2031 PARK CUSTODIAN MINOOKA PARK – WILSON LAKE, KS

C.1 General Information

C.1.1 Mission and Location. : Wilson Lake, located on the Saline River, controls a drainage area of 1,917 square miles. The grassland drainage basin above Wilson makes it one of the clearest lakes in Kansas. With 9,000 acres of water and 100 miles of shoreline, it has become one of the most popular recreation areas in central Kansas. During periods of heavy rain the lake increases in size, as runoff is stored, providing downstream flood protection. Recreation, fish and wildlife enhancement, and water quality also are benefits of the lake.

Minooka Park, From I-70 take exit 199 north on Dorrance Road seven miles to the park entrance. This park is ideal for interstate travelers between the Rocky Mountains of Colorado and the Ozarks of Missouri. Minooka Park is the Corps largest park at Wilson Lake with 156 campsites. Temperatures range from the mid 60's to mid 90's during the summer months with extremes rising over 100. Minooka Park provides a range of activities from fishing, boating, camping, swimming, playground activities, and volleyball.

C.1.2 Scope of Work

The Contractor shall provide all labor, equipment, materials and supplies, and supervision necessary to clean and service the facilities and grounds of the Minooka Park Wilson Lake Project in Russell County, Kansas. Services shall be completed as described in this Performance Work Statement (PWS) and elsewhere in the contract. The Contractor shall perform tasks listed in Section C-10. Acceptable performance standards and current regulations are provided for each task. The Contractor shall monitor performance and ensure compliance in accordance with the terms and conditions.

The contractor shall obtain and maintain the proper insurance during the period of performance under this contract in accordance with Federal, State and Local law. Proof of insurance shall be provided to the Contracting Officer's Representative prior to commencement of duties.

C.1.3 Dates of Performance: 1 May through 30 September of each year during this contract.

C.1.4 Hours of Operation:

Monday through Thursday: The Contractor shall clean and service the shower houses between 5:00 a.m. and 7:00 a.m. The remaining facilities will be cleaned and serviced between the hours of 5:00 a.m. and 9:00 a.m. All other described work (cleaning fire rings, roadways, beach areas, boat ramps and Marshall Cove etc.) will be completed no later than 2:00 p.m.

Friday, Saturday and Sunday: The Contractor shall clean and service the shower houses between 5:00 a.m. and 7:00 a.m. The remaining facilities will be cleaned and serviced between the hours of 5:00 a.m. and 9:00 a.m. All other described work (cleaning fire rings, roadways, beach areas, boat ramps and Marshall Cove etc.) will be completed no later than 2:00 p.m. All facilities will be re-inspected for cleanliness and serviced as necessary between the hours of 4:00 p.m. and 6:00 p.m.

Wednesday: Day Off.

C.1.4.1 On the 3 identified holiday weekends (Memorial Day, 4th of July and Labor Day), the contractor will inspect all facilities as described above, plus provide an additional inspection/servicing between the hours of 7:00 p.m. and 9:00 p.m.

C.1.5 Vandalism.

The contractor will be required to clean and replace supplies due to vandalism.

C.1.6 Post-Award Conference

After award, but prior to commencement of work, the Contractor shall contact the Contracting Officer's Representative, to arrange a mutually agreeable time to meet at the Wilson Project Office to review the contract requirements and details of the work.

C.1.7 Quality Control

The Contractor will develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the project. The Quality Control Plan will document how well the Contractor is meeting these needs and will be submitted for approval prior to work on this contract. The contractor must provide and maintain an inspection system acceptable to the government covering the services under this contract. Complete records of all inspection work performed by the contractor must be maintained and made available to the government during contract performance for as long afterward as the contract requires. The Quality Control Plan may be a checklist that the Contractor will follow showing the standards of performance required.

C.2 QUALITY ASSURANCE

C.2.1 Quality Assurance Surveillance Plan.

A Quality Assurance Surveillance Plan (QASP) will be used during the life of the contract to ensure that the Service Provider is performing the services required by this PWS in an acceptable manner. The Government develops the QASP and the Project Office administers the Plan through Quality Assurance Evaluators (QAE)s.

C.2.2 The government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The government will perform inspections and tests in a manner that will not unduly delay the work.

C.2.3 In the event of unsatisfactory performance of specified work, the Contractor may be directed to re-perform the unsatisfactory services at no additional cost to the Government. Failure of the Contractor to perform the work as specified, or to re-perform work as directed, may result in withholding of payment for the portion(s) of the work not accomplished. Amounts to be withheld will be determined by prorating the amount of services satisfactorily performed against the amount of services required. When the defects in services cannot be corrected by re-performance, the government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements; and (2) reduce the contract price to reflect the reduced value of the services performed. Payment will not be made for work not performed or not performed to standard

C.2.4 If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the government may: (1) by contract, or otherwise, perform the services and charge to the Contractor any cost incurred by the government that is directly related to the performance of such service or (2) terminate the contract in whole or in part.

C.2.5 Performance by Third Party or Government Personnel: In addition to the above remedies for nonperformance, the Government reserves the right to cause the specified work to be performed by a third party or Government personnel and the cost incurred thereby will be levied against the Contractor. Any time government personnel are used because of Contractor's nonperformance; the cost levied against the Contractor will include all direct costs associated with the performance of the specified work. Such inefficiencies are determined on an hourly basis at the applicable wage rate.

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Performance Requirement (Acceptable Level of Performance)	Method of Surveillance
Showers, Flush Toilets, and Vault Toilets	Clean Ceiling, Beams, Trusses, Overhangs, Seats, Toilets, Concrete Floors	95% compliance (5% maximum defective allowed)	Periodic Inspections by Government Public Visitor Complaint
Picnic Shelters	Clean Ceiling Beams, Trusses, Overhangs, Picnic Tables, Seats, and Concrete Floors	95% compliance (5% maximum defective allowed)	Periodic Inspections by Government Public Visitor Complaint
Parking Lot and Area Litter Pickup & Refuse Handling	Remove Trash, Litter, Debris, or Foreign Matter	95% compliance (5% maximum defective allowed)	Periodic Inspections by Government Public Visitor Complaint
Fire Rings & Grills	Cleaned of Debris, Ashes, Food Particles, and other Foreign Matter w/I and Around Immediate Vicinity	90% compliance (10% maximum defective allowed)	Periodic Inspections by Government Public Visitor Complaint
Picnic Tables & Benches	Cleaned by Removing all Foreign Matter, Including Cleaning Solution Residue	95% compliance (5% maximum defective allowed)	Periodic Inspections by Government Public Visitor Complaint
Courtesy Dock	Kept Free of Dirt, Debris, Stains, Residue, Spider Webs, Insect Nests, Bird Droppings, Fish Remains, and Litter	95% compliance (5% maximum defective allowed)	Periodic Inspections by Government Public Visitor Complaint

C.3 Coordination with the Project Office

C.3.1 As each item of work is completed, the Contractor's representative at the job shall enter the time that the item of work was completed on a Contractor's Daily Worksheet (**See example Section C-12.2**). Completed and signed worksheets shall be delivered each day services are performed, as directed by the Contracting Officer's Representative.

C.3.2 Day to day contact with Government personnel, and telephone communication shall 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.

C.3.3 To assist the visiting public in reclaiming lost articles, all property left by visitors and found during cleanup operations shall be turned over to the campground park attendant as soon as possible or to the Project Office.

C.3.4 Any evidence of vandalism, instances of facilities not operating properly, or are in need of repair, shall be promptly reported to project personnel and the campground park attendant.

C.3.5 The Contractor shall remove any dead animals within the area serviced under this contract, to the extent that the dead animal is small enough to be removed by the Contractor's daily staff. Any large animal that would require additional staff or equipment to move shall be reported to the Contracting Officer's Representative as soon as possible. Disposal of dead animals shall be as directed by the Operations Manager or his representative.

C.3.6 Required Insurance: The contractor shall obtain and maintain the proper insurance during the period of performance under this contract in accordance with Federal, State and Local law. Proof of insurance shall be provided to the Contracting Officer's Representative prior to commencement of duties.

C.4 Contractor Personnel

C.4.1 All Contractor personnel shall be fully clothed, at all times, while performing these services. Clothing shall be clean and neat in appearance.

C.4.2 Contractor personnel shall utilize tact, diplomacy and courtesy at all times during contact with the public. The contractor or any of his or her employees must not consume any alcohol or drugs (except prescription drugs) during duty hours or when meeting the public.

C.4.3 The Contractor shall designate, in writing, a responsible member of each work crew who shall serve as the contact for matters involving quality and performance of the required work assigned to that crew. The employee(s) designated in accordance with the above requirement shall be qualified and fully competent and shall insure that the work described herein is performed in accordance with these specifications. The Contractor shall furnish the above written designation to the Contracting Officer's Representative at the project the first day that an individual is a "responsible party." The designation shall include

the name(s), address (es), and telephone number(s) of the responsible individual(s).

C.5 Safety Requirements

C.5.1 Prior to beginning work on this contract the Contractor shall have an approved Accident Prevention Plan. This plan shall be in accordance with the most recent EM 385-1-1(See Section C.13 Applicable Forms and Publications). The plan is intended to be a viable document and enhance the safety of Project staff and visitors. The Contractor will be expected to take a vital interest in safety, hazard, and educate their employees to work and plan their work safely. Proper driving techniques and defensive driving will be practiced to prevent vehicle accidents and property damage.

C.5.2 The contractor shall display a sign reading "CLOSED FOR CLEANING" at the entrance of all facilities during cleaning operations.

C.5.3 Care shall be taken to avoid wetting of hand dryers, and electrical fixtures during cleaning.

C.6 Other Contractors

C.6.1 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 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 by Government employees.

C.7 Definitions

Clean: As used generally, means free of all foreign matter, film, spots, streaks, dirt or impurities. As used for acceptance of work means gleaming, free from dirt, contamination, or impurities, unsoiled, unstained, neat and tidy.

Contracting officer's representative means an individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

Debris: Any articles, or parts thereof, such as paper, gum, litter, strings, cigarette butts, leaves, and sand.

Dirt: Particles of sand, soil, grit, or pebbles; mud, dust, tar, liquid stains, vomit, and/or ashes.

Foreign Matter: Any articles, or parts thereof, not belonging to the place found.

Fully-Clothed: Deemed to mean that a sleeved shirt (or T-shirt), trousers, and shoes shall be worn at all times: except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals

PWS – Performance Work Statement

Quality Assurance (QA): A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

Quality Control (QC): A method used by the Contractor to control the quality of goods and services provided.

"Service contract" means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. A service contract may cover services performed by either professional or nonprofessional personnel whether on an individual or organizational basis. Some of the areas in which service contracts are found include the following:

- (a) Maintenance, overhaul, repair, servicing, rehabilitation, salvage, Modernization, or modification of supplies, systems, or equipment.
- (b) Routine recurring maintenance of real property.
- (c) Housekeeping and base services.
- (d) Operation of Government-owned equipment facilities, and systems.

C.8 Government Supplied Campsite:

C.8.1 The Government will provide a campsite for the Contractor's trailer, and utility hookups, during the service period, consisting of water, electricity (current 50 Amp service), and sewer. In addition, the campsite will include an 8'x10' shed, picnic table; refuse container. One camping unit will use the campsite only. The site will be provided free of charge for a period of 3 days prior and 3 days after the period of performance. No additional camping units may occupy the site with out permission of the Operations Manager. The Contractor shall maintain these facilities in accordance with Park rules. Park attendants shall have a self-contained factory built camping trailer or camping motor home, in which to reside at each campground during the work assignment. (Self contained as defined by manufacturer to be equipped with a flushable toilet and operational shower). Tents or 'pop-up' style type campers are not permitted. If self-propelled units are used, they must remain on jacks or be blocked up for the duration of the contract and not be used for transportation.

C.8.2 Government-Furnished Materials and Supplies. The Government will furnish the following consumable items, to the Contractor from stock. The Government will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the contract.

1. Contractor Daily Worksheets
2. Baseball cap
3. Water for cleaning

C.9 Contractor-Furnished Equipment and Supplies

The Contractor shall furnish all equipment and supplies not identified in section C.8 of this PWS as Government-Furnished materials supplies and equipment or specifically identified in this section.

C.9.1 The Contractor shall furnish a pressure water pump and tank for water supply, capable of delivering a stream of water at 150 psi to flush floors, walls, and ceilings of serviced facilities.

C.9.2 The contractor will provide a lawn mower, equipment and fuel to maintain the vegetation at the facilities cleanup contractors camp site and 2 shower buildings at a height between three and four inches. The area to be mowed is estimated at 0.21 acres.

C.10 Specific Tasks

C.10.1 General Information

The Contractor shall provide all manpower, equipment, fuel, tools, materials and supplies, and supervision and other items and service necessary to perform all tasks and functions identified in this section except as specified in Section C-8.2 as Government Furnished equipment and supplies.

C.10.2 Service Facilities/Areas: The contractor shall maintain the facilities listed below in a clean and sanitary condition in accordance with the identified performance standards. All buildings shall have all mold completely removed monthly. Cleanup of facilities is directly related to public health and sanitation; therefore, it is essential that all facilities be serviced to the performance standard. In the event that an area or facilities within an area are missed, or are not properly cleaned, the Contractor shall return and re-clean the area or affected

facilities immediately upon receipt of such notice from the Contracting Officer or his Authorized Representative.

FACILITIES	TOTAL		FACILITIES	TOTAL
Vault Toilets	6		Campsites**	156
Shower Building	2		Fire Pits/Grills**	147
Flush Toilets	2		Picnic Tables**	159
Small Shelter	4		Park Benches*	4
Dump Station	2		Bulletin Boards*	5
Picnic Shelters	2		Sidewalks**	470 sq yd
Swimming Beach	1		Playgrounds	4
Water Fountains	3		Change Houses	0
Hand Showers	0		Courtesy Dock and Fishing Piers	3
Litter Pickup**	124.65 acres		Interior Refuse Containers*	10
Volleyball Courts	2		Water Hydrants	15

*Total number of interior refuse containers, bulletin boards and park benches shall be subject to a variation of +/-5 at no change in contract price.

*Total number of picnic tables, fire rings/grills and campsites shall be subject to a variation of +/-5 at no change in contract price.

***NOTE: All ACREAGES AND SQ. YD. ARE ESTIMATED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT ACREAGES AND CONDITIONS AFFECTING PERFORMANCE OF THIS WORK.

C.10.3 Showers, vault and flush-type toilets, and water borne facilities. Care shall be taken to avoid wetting of hand dryers, and electrical fixtures during cleaning. All paper products shall be protected to prevent wetting during cleaning operations. Following cleaning, all bright surfaces (to include but not limited to chrome or bright metal, porcelain, ceramic tile, mirrors and glossy painted surfaces) shall provide a dried polished appearance free of dirt, cleaning solution, disinfectant, and water spots.

C.10.4 Ceilings - Clean ceilings on inside and overhang on outside of buildings to remove spider webs, dust, bird and insect nests, dirt, and insect spots. If soap or disinfectant is used, rinse with clean water and wipe dry.

C.10.5 Walls, shower stalls, benches, partitions, stools (flush-type), wash basins, doors and refuse containers – Clean and disinfect to ensure a condition free of all dirt, oil, lotions, soap residue, calcium deposits or other foreign matter. All surfaces including soap trays, faucets, stool lids, handicap bars, and plumbing fixtures shall present a dried polished appearance free of dirt, cleaning solution, disinfectant, and water spots. Exterior walls shall have spider webs, dust, bird and insect nests, debris and grass clippings removed.

C.10.6 Floors and floor drain plates – Shall be disinfected and free of all dirt, sand, foreign matter, trash, and excess water.

C.10.7 Mirrors – Shall be free of dirt, dust, smudges, water spots, and streaks.

C.10.8 Stools – Non-waterborne (vault-type) - Risers inside and outside, seats and lids shall be cleaned and disinfected to provide a surface free of foreign matter. Seats shall present a dry appearance free of disinfectant and water spots.

C.10.9 Light Fixtures - Remove all dirt, dust, bugs, cobwebs, smudges, and streaks from fixtures, bulbs and grill. Reinstall grillwork and ensure light bulbs work.

C.10.10 Metal louvers – Maintain a clean appearance free of spider webs, bird and insect nests, bird droppings, dirt, dust, or other foreign matter.

C.10.11 - Vault toilets having an obnoxious odor shall be reported to Project personnel.

C.10.12 Picnic, Group and Small Shelter – It is the responsibility of the contractor to communicate each week with the Park Attendant/Host about the reservation status of the Minooka group camp. It is the contractor's responsibility to unlock the restroom facility the day of arrival of a new reservation. While the group camp is occupied, normal hours of operation (C.1.4) apply. When a reservation ends, the contractor will clean and lock the restroom facility until the next reservation.

C.10.13 Ceiling, beams, trusses, and overhang - shall be clean (See Section C.7 Definitions)

C.10.14 Table tops, seats, grills, sinks, water hydrants and floor slabs shall be cleaned and disinfected to ensure a sanitary condition free of all dirt, food particles, foreign matter, and excess water.

C.10.15 Courtesy Docks including all handrails and walkways: shall be kept free of dirt, debris, stains, residue, spider webs, insect nests, bird droppings, fish remains, litter, and leaves. Leaves or vegetation removed shall be disposed in a brush or wooded areas outside the Normal Park mowing or miscellaneous mowing areas. All litter on the docks or within **"25 feet"** the walkway and riprap

area leading to the docks shall be removed and deposited, as directed by the Contracting Officer's Representative, into a government furnished trash dumpster.

C.10.16 Dump Station - All litter and debris (including but not limited to cigarette butts, match books, bottle caps, snap tabs and paper) shall be removed deposited, as directed by the Contracting Officer's Representative, into a government furnished dumpster.

C.10.17 Water fountains - Shall be cleaned and disinfected to remove all residue and stains and maintain a sanitary condition. Water fountains at or near facilities being serviced shall be cleaned each time the facility is serviced.

C.10.18 Water hydrants - Shall be cleaned to remove all cobwebs, litter, and debris from the fixtures and from the immediate vicinity.

C.10.19 Charcoal grills, fire pits /rings, and picnic tables:

C.10.20 Unoccupied campsites, grills, firerings, and cooking surfaces shall be kept free of debris, ashes, food particles, and other foreign matter. Unoccupied grills, and fire rings containing live ashes or warm coals shall be left undisturbed and shall be cleaned at the next regularly scheduled cleaning. The contractor shall remove all debris, litter, ashes and coals in the immediate vicinity of all facilities. Ashes will be disposed of as directed by the COR. The contractor will be required to clean occupied campsites when directed by the COR.

C.10.21 Unoccupied picnic tables in visitor areas shall be checked each day services are performed. If unsanitary conditions exist, tables shall be cleaned by removing all foreign matter to include cleaning solution residue. NOTE: Past experience indicates that an average of five (5) percent of the tables shall require cleaning on any given day depending on the amount of visitation.

C.10.22 Park benches, playground equipment, phone shelter and bulletin boards - Shall be kept clean and free from cobwebs, bird droppings, insect nests foreign matter, and debris. The outside glass of visitor bulletin boards and both sides of phone shelter glass shall be free of smudges and streaks.

C.10.23 Sidewalks - If temperatures are below freezing, sidewalks, and concrete floors shall not be hosed off, and water usage shall be kept to the minimum necessary to clean facilities.

C.10.24 All sidewalks shall be free of debris, stains, and residue (any) excess water shall be removed.

C.10.25 Cracks between sidewalk sections, and along buildings and/or graveled or paved areas of facilities being serviced shall be kept free of grass and weeds by

mechanical means or pre-mixed herbicide. Grass or weeds shall not be placed in a refuse container or dumpsters. A designated location will be provided upon the contractor's request.

C.10.26 Refuse and litter handling (facilities):

C.10.27 All trash, litter, debris or residue (including but not limited to cigarette butts, match books, bottle caps, snap tabs and paper) within or immediately adjacent to the facility being serviced shall be removed. At no time shall trash or debris be swept or washed out of a facility and left.

C.10.28 Refuse containers located within the facility being serviced shall have all trash, litter, debris or residue removed. The containers shall present a clean and odor free condition. Plastic liners shall be replaced.

C.10.29 Refuse and litter handling (park areas, roadways, beaches, playgrounds, boat ramps, volleyball courts, horseshoe pits and parking areas):

C.10.30 All mowed park areas, on and adjacent to roadways, and parking areas, and on and adjacent to the beach area, playgrounds, volleyball courts, horseshoe pits, and boat ramp areas (including boat ramp riprap areas) are included in the acreage for litter pickup and shall be serviced each day services are performed. Additionally, any litter that is visible from the roadway will be removed. Litter and debris shall be deposited, as directed by the Contracting Officer's Representative, in a Government furnished dumpster.

C.11 Applicable Publications and Forms

C.11.1 Information on Wilson Lake can be found on the Internet at http://www.nwk.usace.army.mil/wilson/wilson_home.htm

C.11.2 Contractor's Daily Worksheet:

Minooka Park

DATE: _____ CONTRACTOR: _____

<u>BUILDING NO.</u>	<u>START</u>	<u>STOP</u>	<u>BUILDING NO.</u>	<u>START</u>	<u>STOP</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Items Serviced Today (Check Items Below)

Ceilings - Removed Bird Nests, Cobwebs, etc. _____

Floors _____

Walls, Stalls, Benches, Partitions, and Doors _____

Stools _____

Wash Basins _____

Laundry Appliances _____

Grills and Fire rings _____

Refuse Cont. Serviced _____

Toilet Paper Replaced _____

Sanitary Dump Station _____

Playgrounds _____

Picnic Tables _____

Amphitheater _____

Exterior Benches _____

Litter Pickup _____

Water Fountains _____

Hydrants _____

Sidewalks _____

Sidewalks Algae _____

Mirrors _____

Louvers _____

Light Fixtures _____

Bulletin Boards _____

Phone Shelter _____

Beach _____

No. of Vaults Having Obnoxious Odor _____. No. of Vaults Reaching Full Capacity _____.

Any Items Vandalized Since Last Services or Other Problems

Observed: _____

Safety problems observed: _____

CONTRACTOR

ITEM NO	SUPPLIES /SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY 27 Base Year Service FFP FY 27 BASE YEAR SERVICES FY 2027 PARK CUSTODIAL SERVICES FOR WILSON LAKE PROJECT, FOR SERVICE PERIOD 5/1/2027 THRU 9/30/2027. SERVICES TO BE PERFORMED AS SPECIFIED IN THE PERFORMANCE WORK STATEMENT FOR MINOOKA PARK.	5	Months		
				NET AMT	_____

ITEM NO	SUPPLIES /SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FY 28 RENEWAL OPTION 1 FFP FY 28 RENEWAL YEAR SERVICES FY 2028 PARK CUSTODIAL SERVICES FOR WILSON LAKE PROJECT, FOR SERVICE PERIOD 5/1/2028 THRU 9/30/2028. SERVICES TO BE PERFORMED AS SPECIFIED IN THE PERFORMANCE WORK STATEMENT FOR MINOOKA PARK.	5	Months		
				NET AMT	_____

ITEM NO	SUPPLIES /SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FY 29 RENEWAL OPTION 2 FFP FY 29 RENEWAL YEAR SERVICES FY 2029 PARK CUSTODIAL SERVICES FOR WILSON LAKE PROJECT, FOR SERVICE PERIOD 5/1/2029 THRU 9/30/2029. SERVICES TO BE PERFORMED AS SPECIFIED IN THE PERFORMANCE WORK STATEMENT FOR MINOOKA PARK.	5	Months		
				NET AMT	_____

ITEM NO	SUPPLIES /SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FY 30 RENEWAL OPTION 3 FFP FY 30 RENEWAL YEAR SERVICES FY 2030 PARK CUSTODIAL SERVICES FOR WILSON LAKE PROJECT, FOR SERVICE PERIOD 5/1/2030 THRU 9/30/2030. SERVICES TO BE PERFORMED AS SPECIFIED IN THE PERFORMANCE WORK STATEMENT FOR MINOOKA PARK.	5	Months		
				NET AMT	_____

ITEM NO	SUPPLIES /SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FY 31 RENEWAL OPTION 4 FFP FY 31 RENEWAL YEAR SERVICES FY 2031 PARK CUSTODIAL SERVICES FOR WILSON LAKE PROJECT, FOR SERVICE PERIOD 5/1/2031 THRU 9/30/2031. SERVICES TO BE PERFORMED AS SPECIFIED IN THE PERFORMANCE WORK STATEMENT FOR MINOOKA PARK.	5	Months		

NET AMT _____

(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 Payments Program Certificate.	2024-02
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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)