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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

**PARK CUSTODIAN
CURTIS CREEK PUBLIC USE AREA
MILFORD PROJECT**

Performance Work Statement

C.1 General Information

C.1.1 Background.

Milford Project is the largest lake in Kansas, with a shoreline of 163 miles at multipurpose pool. Recreational development is extensive. Eleven parks and access areas, managed by or leased from the U.S. Army Corps of Engineers, are conveniently located around the reservoir. Park areas at Milford offer a wide variety of recreation facilities including boat launching ramps, campgrounds, full service marinas, picnic areas, sand and swimming beaches. The Kansas Department of Wildlife & Parks operate a fish hatchery and conservation education center in the Outlet area below the dam. Many routine maintenance items are contracted to the private sector. Mowing, refuse collection, and facility cleanup are just a few of the activities that are performed by private contractors for the Corps.

C.1.2 Scope of Work

The Contractor shall serve as a live-in Park Custodian and must be over 21 years of age. The Contractor shall furnish labor, equipment, and supplies to provide custodial services in the Curtis Creek Public Use Areas at Milford Project, near Junction City, Kansas as described in the attached performance work statement (PWS) and elsewhere in the contract. Shoreline fishermen will be allowed access for fishing in D loop throughout the week and weekends when visitation is light. During high visitation Fishermen will not be allowed access for fishing.

C.1.3 Period of Performance The contract shall begin 15 April 2027 and continue through 30 September 2027 with renewal options 15 April 2028 through 30 September 2028 and 15 April 2029 through 30 September 2029. The contractor must reside at the work site during the period of performance, and must remove all personal property from the site within 3 days after checkout. Park attendant campsites are for use by one camping unit only.

C1.4 Required Insurance

C1.4.1 The contractor shall obtain and maintain during the period of performance under this contract Commercial Automobile Liability insurance according to the applicable Kansas State statutes.

THE FOLLOWING SCHEDULE OF INSURANCE IS APPLICABLE

A.	Order's of \$10,000.00 to \$25,000.00
Type	Amount
Worker's Compensation	Coverage complying with Applicable State Statute
Employer's Liability	Minimum amounts of \$100,000
Commercial General Liability	Minimum amounts of \$300,000
Commercial Automobile Liability	Minimum limits of \$100,000 per Person & \$300,000 per accident for Bodily injury, & \$100,000 per Accident for property damage
B.	Orders under \$10,000
Type	Amount
Worker's Compensation	In accordance with applicable State Statute.
Employer's Liability	In accordance with applicable State Statute.
Commercial General Liability	In accordance with applicable State Statute.
Commercial Automobile Liability	In accordance with applicable State Statute.

NOTE: Coverage required under A & B (above) are minimums. If higher limits of coverage are required by State Statute, the Contractor shall be responsible for State requirements may be obtained by contacting:

KANSAS: Insurance Commissioner, Toll Free, 1-800-432-2484
Division of Workers Compensation, 785-296-3441

Proof of insurance shall be provided to the Contracting Officer's Representative prior to commencement of duties.

C.1.5 Hours of Operation

Services shall be performed in accordance with the following schedule, between the hours of 6:00 a.m. and 11:00 a.m. Service scheduled twice daily shall be: first cleanup between the hours of 6:00 a.m. and 10:00 a.m. and the second cleanup between 1:00 p.m. and 3:00 p.m.

C.1.6 Post-Award Conference

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

C.1.7 Documents and Correspondence

C.1.7.1 The Contractor shall designate, in writing, a responsible on-site representative of each work crew who shall serve as the contact for matters involving quality and performance or nonperformance of the required work assigned to that crew.

C.1.7.2 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. Completed and signed worksheets shall be delivered each day work is performed, as directed by the Contracting Officer. Contractor Daily Worksheet forms shall be furnished by the Government.

C.1.8 Quality Control

The Contractor shall develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the project. The Quality Control Plan shall document how the Contractor will identify and correct performance shortfalls. Complete records of all inspection work performed by the contractor must be maintained and made available to the government during contract performance.

C.1.9 QUALITY ASSURANCE:

C.1.9.1 Quality Assurance Surveillance Plan (QASP).

A Quality Assurance Surveillance Plan 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.1.9.2 The Government will monitor the Contractor's performance under this contract using quality assurance procedures developed by the Government. Typical procedures might include random sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of Government Quality Assurance will be to determine the effectiveness of the Contractor's quality control system.

C.1.9.3 The government reserves 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.1.9.4 If any of the services do not conform to contract requirements, the government will request the contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. 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.

C.1.9.5 If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the government may by contract, or otherwise: (1) 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.1.9.6 Performance Requirements Summary

Section (Para)	Contract Requirement	Performance Standard	Lot Description	ALP (%)	Method of Surveillance
C.5.5	Shower Building	Clean walls, floor, toilets, sinks, shower and fixtures per definition in section C.2	Inspected weekly	4%	Random Sample, Validated Customer Complaint
C.5.5	Flush Toilets	Clean walls, floor, toilets, sinks, and fixtures per definition in section C.2	Inspected weekly	4%	Random Sample, Validated Customer Complaint
C.5.5	Vault Toilet	Clean floor, ceilings and trash receptacles per definition in section C.2	Inspected weekly	4%	Random Sample, Validated Customer Complaint
C.5.4.4.1	Refuse and litter handling	Roadways in and around facilities and in mowed areas are free of litter	Periodic inspections	4%	Random Sample, Validated Customer Complaint

C.1.10 Personnel

C.1.10.1 All Contractor personnel shall be fully clothed, at all times, while performing these services. Clothing shall be clean and neat in appearance.

C.1.10.2 On holiday weekends and the 4th of July holiday time period, the contractor will be required to have a two member crew who will be required to perform the duties.

C.1.10.3 Contractor personnel shall utilize tact, diplomacy and courtesy at all times during contact with the public.

C.1.10.4 The contractor shall exercise tact, diplomacy, and courtesy and present a neat appearance when dealing with the public. A government-furnished nametag must be worn while on duty. The Contractor shall not display or offer for sale on Government property personal property items, crafts, or like items.

C.1.10.5 The contractor must turn in to the park attendant all lost and found articles at the fee booth. Any article unclaimed after the two-week period must be turned over to project personnel.

C.1.10.6 The contractor must not consume any alcohol or drugs (except prescription drugs) during duty hours or when meeting the public.

C.1.11 Coordination with the Project Office

C.1.11.1 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. Completed and signed worksheets shall be delivered each day work is performed, as directed by the Contracting Officer's Representative. The Government shall furnish contractor Daily Worksheet forms.

C.1.11.2 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 insure 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.1.11.3 To assist the visiting public in reclaiming lost articles, all property left by visitors and found during cleanup operations shall be turned in to the Project Office or Park Attendant.

C.1.11.4 Any evidence of vandalism, instances of facilities not operating properly, or are in need of repair, shall be promptly reported to project personnel.

C.1.12 Other Contractors

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 shall 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.1.13 Safety

The contractor shall immediately report any situation that could affect the health or safety of visitors to a park ranger, including maintenance needs, utility problems, accidents, or violations of laws and regulations.

C.1.13.1 The contractor shall report all disturbances that cannot be diplomatically resolved to a park ranger. The contractor will be given an after-hours phone number (at the post award conference) for use by him and his staff only.

C.1.13.2 The contractor must notify the COR of any required prescription drugs which might affect the contractor's ability to perform the requirements of this contract.

C.1.13.3 The contractor shall display a sign reading "CLOSED FOR CLEANING" at the entrance (doors) of all facilities during cleaning operations.

C.2 Definitions and Acronyms: The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this performance work statement.

The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this performance work statement.

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.

Performance-Based Contract: (FAR 2.101) Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise.

Performance Requirements Summary (PRS): The PRS shows contract requirements, the component requirements related to each contract requirement, the price of each work requirement as a percentage of the associated contract requirement (Fixed Price Contracts), the standard of performance, and the acceptable quality level (AQL) for each work requirement. (Added) (Agree)

Quality Assurance Surveillance Plan (QASP): An organized written document used by Government for quality assurance surveillance. Document contains sampling/evaluation guides, checklists, and the performance requirements summary (PRS). (Added)

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

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

"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.3 Government-Furnished Materials and Supplies. Government-Furnished materials and supplies are provided to the Contractor only for use in performing work specified in this Contract.

C.3.1 The Government will provide a campsite for the Contractor's trailer, and utility hookups, during the service period, consisting of water, electricity, and sewer. In addition, the campsite will include a storage building, picnic table, and a small garden plot. The site will be provided for a **period of 5 days prior and 3 days after the period of performance**. The Contractor shall maintain these facilities in accordance with Park rules

C.3.2 The Government will furnish to the Contractor the following identified property 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 or his authorized representative on Memorandum Receipt, ENG Form 4866, within 24 hours of receipt. Damages or loss while in the Contractor's possession shall be reported in writing, to the Contracting Officer or his authorized representative within 72 hours.

<u>Item (Description)</u>	<u>Approx. Quantity</u>	<u>Where Available</u>	<u>Value</u>
(1) Campsite with Utilities	1	Curtis Creek PUA	N/A
(2) Storage Building	1	Campsite	N/A
(3) Picnic Table	1	Campsite	N/A
(4) Refuse Container	1	Campsite	N/A
(5) Park keys.	1		N/A

C.3.3 Government-Furnished Consumable Items - The following consumable items, shall be furnished to the Contractor by the Government from stock. The Government shall retain control of expendables, to be dispensed on an as-needed basis for use in performance of the contract.

- 1. Baseball cap and nametags
- 2. Water for cleaning
- 3. Contractor Daily Worksheets
- 4. Odor Control Product

C.4 Contractor Furnished Equipment and Supplies

The Contractor shall furnish all equipment and supplies not identified in section C.3 of this Performance Work Statement as Government-Furnished supplies and equipment and as specifically identified in this section. All contractor-furnished equipment and supplies must be approved by the Project Manager prior to initial use.

C.4.1 All manpower and tools necessary to accomplish the required work.

C.4.2 All supplies and materials necessary to accomplish the required work; such as but not limited to: toilet paper, paper towels, trash bags, cleaning supplies, etc.

C.4.3 At the Contractor's option, a mobile travel trailer, motor home or approved equal, containing sanitary facilities and all equipment necessary for habitation. Tents or "Pop-Up" type tent campers shall not be permitted. The unit shall present a neat appearance when parked at a location designated by the Project Manager. If self-propelled units are utilized, they shall remain on jacks (blocked up for the duration of contract), and shall not be used as transportation.

C.4.4 Transportation vehicle(s), other than specified in C.4.1 above, for use in performing the requirements of this contract.

C.4.5 A pressure water pump and tank for water supply that is approved by the Project Manager. The pump shall be capable of delivering an adequate stream of water at 150 psi to flush/rinse facilities being serviced.

C.5 Specific Tasks

C.5.1 General Information

Cleanup of facilities is directly related to public health and sanitation; therefore, it is essential that all facilities be serviced as specified. In the event that an area or facilities within an area are missed, or are not properly cleaned, the Contractor shall reclean the area or affected facilities immediately upon receipt of such notice from the Contracting Officer or his Authorized Representative. Failure to correct noted deficiencies may result in withholding payment for the work not performed. Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. The Contractor shall assure that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his primary equipment.

C.5.2 Scheduled Services

C.5.2.1 Scheduled services shall begin on 15 April 2027 through 30 September 2027 and 15 April 2028 through 30 September 2028 and 15 April 2029 through 30 September 2029, if renewal options are exercised.

C.5.3 Schedule. The following schedule is subject to change with one (1) week's advance notice.

C.5.3.1 Schedule of Duties

REGULAR FACILITIES CLEANUP SCHEDULE	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
Shower/Latrine, Comfort Station, Vault Toilets, -----	2	1	0	0	1	1	2
Dump Station, Refuse Collection, Water Fountains, Sidewalks, Litter Pickup. Fish Cleaning Station -----	1	1	0	0	1	1	1
Playground -----	-	-	0	0	1	-	-
Grills and Fire Rings -----	-	-	0	0	1	-	-
Picnic Tables and Picnic Shelter-----	-	-	0	0	1	-	-

(0) – Normal day off except for holiday periods as noted below.

(1)– Facility Cleanup once daily starting at 6:00am and completed by 10:00am

NOTE: Additional facility cleanup, once daily on the Tuesday following the Memorial Day and Labor Day holiday weekends for 2027, 2028, and 2029.

(2) - Facility Cleanup twice daily. First cleanup starting at 6:00am and completed by 10:00am and then the second cleanup between 1:00pm to 3:00pm.

The twice daily cleanups are scheduled for: Saturday and Sunday of normal weekends; the Mondays for the Memorial Day and Labor Day holidays for 2027, 2028, and 2029.

NOTE: Additional twice daily are scheduled for: Thursday July 4th 2027, Friday July 4rd 2028, and Saturday July 4th 2029.

First time period is for a complete facility cleanup according to written standards.

C.5.3.2 The second cleanup period is a partial facility cleanup to include only the shower/latrine, comfort station and vault toilets with specific regards to facility cleanup standards in Paragraphs C.5.3.1 and 6 (stools, wash basins and mirrors). It should also include the general cleanup of the remaining portions to ensure that the entire facility is clean i.e. remove spider webs, wash out shower stalls and remove debris from floor drains, squeegee excess water from the floors, and remove trash and litter from the adjacent area and place in refuse containers.

C.5.3.3 All work shall be accomplished within the time frames specified above. Services rendered outside the time periods specified will not be compensated unless specifically approved in writing by the Contracting Office or his approved representative.

C.5.3.4 All scheduled services, including weekly services, shall begin 15 April 2027, 15 April 2028, and 15 April 2029 regardless of the day of the week.

C.5.3.5 Daily

Perform cleanup each day services are required to include the Shower/latrine, comfort station, vault toilets, dump station, water fountains, litter pickup, interior refuse containers, water hydrants, and sidewalks. (See Section C.2 Definitions)

C.5.3.6 Weekly

Provide services once weekly on Wednesday to clean the following areas: playgrounds, fire rings, picnic tables, (including beach area debris removal).

C.5.3.7 All work shall be accomplished within the timeframes specified above. Services rendered outside the time periods specified shall not be compensated unless specifically approved in writing by the Contracting Officer or his authorized representative.

C.5.4 Service Facilities / Areas

<u>Facilities/Areas</u>	<u>Quantities</u>
Picnic Tables	75 *
Shower/Latrine	1
Comfort Stations	3
Charcoal Grills	60 *
Fire Rings	75 *
Vault Toilet (sets)	2
Picnic Shelter	1
Water Fountains	1
Sanitary Dump Station	1
Fish Cleaning Station (on courtesy dock)	1
Playgrounds	2
Litter Pickup (Roadways and Park areas)	5 acres
Mow and Trim around Custodian Site & Storage Bldg.	approx. 0.2 ac. **
Volunteer Site & Storage Bldg.	approx. 0.2 ac. ** (if unoccupied)
Refuse Collection (Containers inside Facilities)	8 containers

* NOTE: Quantities shown for Picnic Tables (75), Charcoal Grills (60), and Fire Rings (75) shall be subject to a variation of ± 10 units each at no change to price.

** All acreages are estimated. The Contractor shall be responsible for determining exact acreages and conditions affecting performance of this work.

C.5.5 Shower/latrines, vault and flush-type toilets, and change houses:

C.5.5.1 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.5.5.2 Walls, shower stalls, benches, partitions, stools (flush-type), wash basins, doors and refuse containers – 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. Clean and disinfect to ensure a free of all dirt, oil, lotions, soap residue, calcium deposits or other foreign matter. All surfaces including soap trays, faucets, stool lids, handicap bars, etc. shall be present a dried polished appearance free of cleaning solution, disinfectant, water spots, etc. Exterior walls shall have spider webs, dust, bird and insect nests, debris and grass clippings removed.

C.5.5.3 Floors and floor drain plates – Shall be disinfected and free of all foreign matter, trash, and excess water.

C.5.5.4 Mirrors – Shall be free of dirt, dust, smudges and streaks.

C.5.5.5 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.5.5.6 Light Fixtures - Remove all dirt, dust, bugs, cobwebs, smudges, and streaks from fixtures, bulbs and grill. Reinstall grillwork.

C.5.5.7 Metal louvers – Maintain a clean appearance free of spider webs, dust, bird and insect nests, bird droppings, or other foreign matter.

C.5.5.8 Toilet Paper Dispensers - All toilet paper dispensers on structures serviced under this contract shall be kept fully supplied.

C.5.5.8.1 All paper shall be protected to prevent wetting during cleaning operations. Care shall be taken to avoid wetting of hand dryers, and electrical fixtures during cleaning.

C.5.6 Refuse and litter handling (facilities):

C.5.6.1 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.5.6.1.1 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.5.6.1.2 Interior refuse containers (excluding dumpsters) placed at various locations throughout the park area shall be cleaned and emptied and the refuse placed in centrally located dumpsters. A new plastic liner shall be installed in containers (as needed) and the lids reinstalled on the containers. Interior refuse containers and holders shall present a clean odor free condition. When odor becomes prevalent in trash containers or they become full prior to regular scheduled major servicing the Contractor shall empty and wash containers and holders as needed to provide sanitary conditions for the public.

C.5.6.2 Refuse and litter handling (park areas, roadways, beaches, playgrounds, boat ramps, and parking areas):

C.5.6.2.1 All mowed park areas, on and adjacent to roadways, and parking areas, and on and adjacent roadways and parking areas, and on and adjacent to beach and boat ramp areas (including boat ramp riprap areas) shall be free of litter and debris. Litter and debris shall be placed in the nearest refuse container. These serviced shall be done each work day.

C.5.6.2.2 Campers are given trash bags and asked to deposit their trash in the trash dumpster located at the park entrance. There are occasions when some campers do not comply with this request. The contractor shall ensure that campsites are free of all trash and debris left on or near the site.

C.5.6.3 Sidewalks:

C.5.6.3.1 All sidewalks shall be free of debris, stains, and residue (any) excess water shall be removed.

C.5.6.3.2 Cracks between sidewalk sections, and along buildings and/or graveled or paved areas within 10 feet of facility being serviced shall be kept free of grass and weeds. Grass and weeds removed shall be disposed of in brush or wooded areas outside the normal park mowing areas. Grass or weeds shall not be placed in a refuse container or dumpster.

C.5.6.4 Water fountains: Shall be cleaned and disinfected to remove all residue and stains

C.5.6.5 Water hydrants: shall be cleaned to remove all cobwebs and debris from the fixtures and from the immediate vicinity.

C.5.7 Charcoal grills, fire rings, and picnic tables:

C.5.7.1 Grills, fire rings, and cooking surfaces shall be cleaned of debris, ashes, food particles, and other foreign matter. Remove all debris, litter, ashes and coals on the ground in the immediate vicinity of grills and fire rings. Grills and firerings containing live ashes or warm coals shall be left undisturbed and shall be cleaned at the next regularly scheduled cleaning.

C.5.7.2 Picnic tables on unoccupied campsites and unoccupied tables in visitor areas shall be checked each day services are performed to ensure that clean 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.5.7.3 Park benches, playground equipment, shall be kept clean and free from cobwebs, bird droppings, insect nests foreign matter, and debris.

C.5.8 Handicap Accessible Fishing Pier and Courtesy Fishing 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 "8 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.6 Applicable Publications and Forms

C.6.1 MAP: Information on Milford Lake can be found on the Internet at <https://www.nwk.usace.army.mil/Locations/District-Lakes/Milford-Lake/>

(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)