

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER PAGE 1 OF 29					
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912WJ25QA102	6. SOLICITATION ISSUE DATE 28 AUG 2025	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME JENNIFER SAMELA		b. TELEPHONE NUMBER (No collect calls) 978-318-8324
			8. OFFER DUE DATE/ LOCAL TIME 10 SEP 2025 02:00 PM		
9. ISSUED BY CODE W912WJ W2SD ENDIST NEW ENGLAND KO CONTRACTING DIVISION, 696 VIRGINIA ROAD CONCORD, MA 01742-2751 UNITED STATES JENNIFER SAMELA, EMAIL: JENNIFER.M.SAMELA@USACE.ARMY.MIL TELEPHONE: 978-318-8324			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED INDUSTRY CLASSIFICATION <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> DISADVANTAGED STANDARD (NAICS): 561790 <input type="checkbox"/> VETERAN-OWNED <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: (SDVOSB) <input type="checkbox"/> 8(A) USD 9,000,000.00		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	
				13b. RATING 14. METHOD OF SOLICITATION REQUEST <input checked="" type="checkbox"/> FOR QUOTE <input type="checkbox"/> INVITATION <input type="checkbox"/> FOR BID <input type="checkbox"/> FOR PROPOSAL (RFQ) (IFB) (RFP)	
15. DELIVER TO CODE			16. ADMINISTERED BY CODE		
SEE CONTINUATION					
17a. CONTRACTOR/ OFFEROR CODE			18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NUMBER					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	SEE CONTINUATION				
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA SEE CONTINUATION				26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED

Solicitation/Contract Form Continuation

HVAC System Maintenance and Cleaning, Otter Brook Lake, Keene, NH

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>OBL HVAC Maintenance</p> <p>The contractor shall furnish all labor, materials, and equipment necessary to perform preventative maintenance on the HVAC system at Otter Brook Lake, Keene, NH in accordance with the Performance Work Statement.</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0002	<p>OBL HVAC Duct Cleaning</p> <p>The contractor shall furnish all labor, materials, and equipment necessary to clean the HVAC system ducts at Otter Brook Lake, Keene, NH in accordance with the Performance Work Statement.</p> <p>Pricing Arrangement: Firm Fixed Price</p>	1	Job		
Option Line Item 0003	<p>[Option 1] OBL HVAC Maintenance</p> <p>The contractor shall furnish all labor, materials, and equipment necessary to perform preventative maintenance on the HVAC system at Otter Brook Lake, Keene, NH in accordance with the Performance Work Statement. Service shall be provided two (2) times during the period specified.</p> <p>Pricing Arrangement: Firm Fixed Price</p>	2	Each		
Option Line Item 0004	<p>[Option 2] OBL HVAC Maintenance</p> <p>The contractor shall furnish all labor, materials, and equipment necessary to perform preventative maintenance on the HVAC system at Otter Brook Lake, Keene, NH in accordance with the Performance Work Statement. Service shall be provided two (2) times during the period specified.</p> <p>Pricing Arrangement: Firm Fixed Price</p>	2	Each		

Continuation of Description

VENDORS SUBMITTING A QUOTE IN RESPONSE TO A SOLICITATION ARE RESPONSIBLE FOR ADHERING TO ALL INSTRUCTIONS AND TERMS AND CONDITIONS INCLUDED IN THE SOLICITATION. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE

INFORMATION:

1. This is a Request for Quotations (RFQ) in accordance with Federal Acquisition Regulation (FAR) Parts 12 and 13.
2. Potential vendors are notified that the basis on which award will be made is price alone.
3. All responsible sources may submit a quote which, if timely received, must be considered by the Agency.
4. The Government may request that a vendor respond to a Quote Verification after the solicitation closes, but prior to award. The vendor shall respond in sufficient detail to all questions or statements no later than the response date and time listed in the correspondence. Failure to do so may result in quotes being deemed non-responsive and removed from consideration. The Government is under no obligation to provide extensions for responses.
5. Information on previously awarded contract (if no information is listed the requirement is considered "new"):
 - a. Previous contract was awarded to: **NA**
 - b. Previous contract awarded amount: **NA**
 - c. Interested vendors are advised that scope may differ from previous contract
 - d. No additional information on previous contracts will be provided

QUESTIONS REGARDING SOLICITATIONS:

1. Questions regarding the solicitation shall be directed to the Contract Specialist:
 - a. Name: Jennifer M. Samela
 - b. Phone: 978-318-8324
 - c. Email: Jennifer.M.Samela@usace.army.mil

2. Technical Points of Contact shall not provide responses to interested vendors.

QUOTE SUBMISSION:

1. Quotes shall be submitted via email to the Contract Specialist listed above no later than the closing date and time identified in the solicitation or subsequent amendments.
2. The Government is under no obligation to consider any quote received after the solicitation closing date or time.

BID SCHEDULES:

1. If a Bid Schedule is included in the solicitation, vendors shall complete the bid schedule in its entirety (all tasks, all years).
2. Vendors shall enter \$0.00 on Bid Schedules in which items are Not Separately Priced. Blank entries will not be considered and will result in quotes being deemed non-responsive.
3. Failure to complete the Bid Schedule in its entirety and return same with a quote will result in quotes being deemed non-responsive.

SITE VISITS:

1. If dates/times for site visits are included in the solicitation, then interested vendors will be permitted to visit the site during those dates/times. No other dates/times will be permitted for site visits.
2. If no dates/times for site visits are included in the solicitation, then interested vendors shall contact the Technical Point of Contact as identified in the solicitation to schedule a site visit.
3. No site visits will be permitted AFTER a solicitation closes.

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATIONS:

1. In accordance with FAR Clause 52.204-7:

a. Vendors are REQUIRED to be registered in SAM when submitting a quotation and shall continue to be registered until time of award, during performance, and through final payment.

b. "Registered" in SAM means that the Government has marked the record "Active".

2. The Government will deem quotes non-responsive from vendors that do not have an active SAM at the time of quote submission or by date/time of solicitation closing.

3. Provide Unique Entity Identifier (UEI): _____

4. Provide CAGE code: _____

SUBMITTALS:

1. Submittals (Accident Prevention Plan, Activity Hazard Analyses, Products, etc.) and Certifications/Licenses (10-hour OSHA, 30-hour OSHA, Competent Person in Fall Protection, Electrician's License, etc.) that are specified in the scope as required by this solicitation are not to be submitted with a quote. The awarded Contractor will be required to provide all submittals and certifications within the time stated in the solicitation and resultant contract. Failure to do so may result in termination.

HVAC SYSTEM MAINTENANCE

U.S. ARMY CORPS OF ENGINEERS

OTTER BROOK LAKE

KEENE, NH

PERFORMANCE WORK STATEMENT

I. General:

1. Scope - Provide all equipment, materials, labor, and transportation necessary to perform preventative maintenance and cleaning services to the Heating Ventilation and Air Conditioning (HVAC) system and duct work at the Otter Brook Lake Project Office. All work shall be completed in accordance with manufacturers recommendations and the following Performance Work Statement.

2. Location - The Otter Brook Lake Project office is located at 480 Branch Road, Keene, NH 03431.

3. Site Visit - Contact the Technical Point of Contact (TPOC) to arrange a site visit. The TPOC is Park Ranger, Michael Servant. 978-318-8300 or michael.e.servant@usace.army.mil.

4. Schedule -The period of performance will be from contract award, and end on December 31, 2025. In addition, the Government may exercise two (2) option years with the same scope of services. Option year one (1) has a contract period of performance from January 1, 2026, to December 31, 2026. Option year two (2) has a contract period of performance from January 1, 2027, to December 31, 2027. All work is to be completed between the hours of 7:00 AM and 3:30 PM unless otherwise approved by the TPOC. The Pre-Work Conference shall be completed within twenty-one (21) days of contract award.

All pre-work submittals shall be submitted within twenty-one (21) days of contract award. The Government reserves up to fourteen (14) days for review and acceptance on each submittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall be resubmitted to the Government in an acceptable form within fourteen (14) days of the Government's response, unless additional time is granted by the Government in writing.

The following table identifies the line-item number, description, and frequency.

Base Year:

Item #	Description	Frequency	Qty
1	HVAC Maintenance	Annually	1

2	HVAC Duct Cleaning	Base Year Only	1
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Option Year 1:

Item #	Description	Frequency	Qty
1	HVAC Maintenance	Bi-Annually	2

Option Year 2:

Item #	Description	Frequency	Qty
1	HVAC Maintenance	Bi-Annually	2

5. Safety Requirements-

a. General:

All work shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Safety and Occupational Health Requirements (EM 385-1-1, most recent edition), and all applicable Occupational Safety and Health Administration (OSHA), federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at the following link:

https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

b. Accident Prevention Plan (APP):

The Contractor shall prepare a site-specific Accident Prevention Plan. The APP must be written by a Competent Person (CP) and document the specific work processes, equipment, materials to be used, hazards and applicable control measures.

The mandatory ENG Form 6293 (Accident Prevention Plan Worksheet) must be submitted and accepted prior to beginning on site work:

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_2023Aug31.pdf

A preparatory meeting shall be conducted by the Prime Contractor to discuss the APP contents with all effected onsite employees. The Prime Contractor is responsible for informing the subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

Daily safety meetings shall be held and documented. Records shall be available to the TPOC upon request.

c. Activity Hazard Analysis (AHA):

An AHA shall be submitted and accepted for each definable feature of work (DFOW) in accordance with EM 385-1-1, Chapter 2-6. A DFOW is defined as any task, which is separate and distinct from other tasks, has separate control requirements, or is identified as different trades or disciplines. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

For a non-mandatory formatted outline of an AHA, see ENG Form 6206 (Activity Hazard Analysis)

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_2023Aug24.pdf

d. Site Safety and Health Officer (SSHO) Requirements:

The Contractor shall employ a minimum of one person to function as a Level 3, SSHO. A Level 3 SSHO is a designated Qualified Person (QP) or Competent Person (CP) with Safety and Occupational Health (SOH) responsibility that meets the requirements of EM 385-1-1, Chapter 2-3.b and 2-4.b.

Level 3 SSHOs must have training, knowledge, and/or experience identifying hazards and implementing controls for the work being performed.

The SSHO shall be present at the project site and be responsible for overseeing the implementation of the Prime Contractor's SOH program. Contractor shall designate all SSHOs on a mandatory ENG Form 6282 (Site Safety and Health Officer Designation Letter):

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_2023Aug28.pdf

e. First-Aid and CPR Personnel Requirements:

For shifts with multiple employees, provide at least two employees that are certified to administer First Aid and CPR. When employees work alone, they must be certified in First Aid and be provided an effective means of communication to call for assistance in the event of an emergency. Minimum First Aid and CPR qualifications are outlined in EM 385-1-1, Chapter 3-3.

f. Additional Personnel Requirements:

Other Competent Person (CP) or Qualified Persons (QP) may be required per EM 385-1-1 and/or other sections of this Scope of Work, based on the definable features of work for this project.

g. Accident Reporting:

All accidents and near misses shall be investigated by the Contractor and reported to the TPOC in accordance with EM 385-1-1, Table 2-1.

The mandatory ENG Form 3394 shall be completed and submitted to the TPOC within seven (7) days of an incident: https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_3394_2021Aug.pdf

h. Employee Exposure Data:

The Contractor shall electronically report total employee work hours (including subcontractors) to the TPOC by close of business on the 10th calendar day of the following month.

6. Contractor's Personnel -

a. Minimum Personnel Requirements - The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.

b. Employee Conduct - The Contractor shall be responsible for seeing that the firm's employees strictly comply with the Code of Federal Regulations Title 36, Chapter III, Part 327, and all, federal, state, and municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees.

Examples of unbecoming actions or conduct include but are not limited to the following:

i. Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, USACE personnel, or other contractors

ii. Recurring written and/or verbal complaints from visitors, USACE personnel, or other contractors.

iii. Unsafe operation of vehicles while on USACE property.

c. Removal of Contractor's Employees - The TPOC may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the TPOC, is incompetent, who endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

7. Pre-Work Conference - Prior to the start of any work, the TPOC will schedule and conduct a "Pre-Work Conference". The Contractor's Project Manager and Quality Control Personnel will be physically present to attend this meeting. The Contractor shall directly oversee all work on the project and the Project Manager and Quality Control Personnel shall have the authority to act for the Contractor. This conference will be held at the time and location agreeable to the government and contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the TPOC to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-Work Conference the contractor shall provide the name of the project superintendent with a telephone number for project coordination

The following is a general list of items for discussion during this Pre-Work Conference:

- i. Authority of the TPOC and Quality Assurance Inspectors.
- ii. Contractor's Safety Program (including sub-contractors).
- iii. Abbreviated Accident Prevention Plan and Activity Hazard Analysis
- iv. Accident Reporting (ENG Form 3394)
- v. Safety Data Sheet (SDS) requirements
- vi. Contractor's Equipment
- vii. Correspondence, Communication, Security and Administrative Procedures.
- viii. Invoice and payment.

8. Security - The contractor will comply with all established security policies at Otter Brook Lake. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24-hour notice of any such closure.

9. Payment - The contractor shall furnish the TPOC with one invoice per month. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, and total amount due per line item. The invoice must also include the company letterhead, and this must match the data that is registered in the System for Award Management (SAM) registry. Payment shall be made for the actual services performed at the applicable contract unit price.

All invoices may be mailed to:

U.S. Army Corps of Engineers

Otter Brook Lake

480 Branch Road

Keene, NH 03431

Or Emailed to christie.l.baker@usace.army.mil and michael.e.servant@usace.army.mil

II. Technical Requirements:

Part 1 General:

1. Summary- Provide all equipment, materials, labor, and transportation necessary to perform preventative maintenance and cleaning services to the HVAC system and duct work at the Otter Brook Lake Project Office. An inspection and deficiencies report shall be compiled for the additional components that make up the mechanical heating system following each service. This includes circulator pumps, pressure tanks, control valves, hot water tank and all associated components as listed in Existing Conditions, (b) Mechanical Heating System section, found below.

2. Submittals- Although the Government reviews submissions required by the Performance Work Statement, it is emphasized that the Contractor's work must be completed using proper internal controls and review procedures. The Government reserves up to fourteen (14) days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall resubmit to the Government within fourteen (14) days of the Government's response, unless additional time is granted by the Government in writing.

The documents identified below must be prepared in accordance with the applicable standards, submitted to the TPOC for review and acceptance by the Government.

a. Pre-work: Submitted within twenty-one (21) days of contract award. Submittals must be accepted prior to the commencement of any field work.

- i. Accident Prevention Plan (ENG Form 6293)
 - ii. Activity Hazard Analysis
 - iii. Site Safety and Health Officer Designation Letter (ENG Form 6282)
 - iv. Safety Data Sheets
 - v. First-Aid, CPR Certifications
 - vi. Fuel Gas Service Technician License
- b. Other submittals: Submitted at completion of work and before final payment.

i. Inspection and Deficiencies Report

3. References - All work shall be in conformance with:

a. Institute of Inspection, Cleaning, and Restoration Certification (IICRC)

i. ANSI/IICRC S520 - (2015) Standard and Reference Guide for Professional Mold Remediation

b. National Air Duct Cleaners Association (NADCA)

i. NADCA (2005) Introduction to HVAC System Cleaning Services

ii. NADCA Standard 05: Requirement for the Installation of Service Openings in HVAC Systems

iii. NADCA ACR (2013) Standard for Assessment, Cleaning, and Restoration of HVAC Systems

iv. NADCA ASCS (2013) Air Systems Cleaning Specialist to the NADCA Standard ACR

v. NADCA HVAC Inspection Manual (2021) Procedures for Assessing the Cleanliness of Commercial HVAC Systems

c. State of New Hampshire Gas Licensing Requirements

i. Mec 305.04, Eligibility Requirements for Initial Individual Fuel Gas Fitter Licensure as a Fuel Gas Service Technician.

d. National Fuel Gas Code

i. NFPA54/ANSI Z223.1 (2024)

e. International Mechanical Code

i. International Mechanical Code (IMC-2024)

4. Existing Conditions -

a. Project Office: The Otter Brook Lake Project Office is a single story two thousand five hundred and eight square foot (2508 sqft) office that was completed in 2023. The main level consists of an entry, vestibule, kitchen, meeting room, common area, two (2) bathrooms, file and IT storage closets, and five (5) offices. The basement spans the entire footprint of the building and houses the mechanical heating system. Access is via an internal stairway, or walkout door which is located on the backside of the building.

b. Mechanical Heating and Cooling System: The system which is located in the basement of the project office, consists of an HVAC unit and all associated ductwork, cabinet unit heater, wall mounted propane boiler, two (2) circulator pumps, multiple valves, pressures tanks, water heater, mini split heat pump (located in the IT room), and all surfaces of the facility's air distribution system for conditioned spaces and/or occupied zones. This also includes, but is not limited to the entire heating, air-conditioning and ventilation system from the points where the air enters the system to the points where the air is discharged. All HVAC components are controlled through a centralized laptop supporting Reliable Controls System and Tridium Vykon JACE.

i. HVAC Components:

1. Air Handling Unit (AHU) - Trane BCHD054C2

2. Energy Recovering Ventilator (ERV) - Greenheck Mini C5

3. Ductwork and associated components

4. Cabinet Unit Heater (CUH)

5. Mini Split- Trane Mitsubishi

6. Boiler - HTP EFTU-150WBN and associated components

7. Circulator Pumps - Two (2) TACO 1915E1E1, 1/2 hp pumps

8. Heat Pump Water Heater - Bradford White RE2H50S10-1NCWT, 50 gallons

5. Other Contracts - The Government may undertake or award other contracts for additional work not related to this contract, and the contractor shall fully cooperate with other contractors and Government employees. The contractor shall not commit or permit any act which will interfere with the performance of work by another contractor or by Government employees.

6. Preferred Sequence for Work Schedules - The TPOC shall provide the Contractor with a preferred sequence or order of work. (Note: The Contractor must provide sufficient personnel and equipment to accomplish services stated in the contract).

7. Clean Up and Waste Disposal - The contractor shall practice good housekeeping to maintain a safe job site. The contractor shall keep the work area, including any designated storage areas free from accumulation of waste materials. Upon completing work in an area, the contractor shall remove any tools, equipment, and materials that are not the property of the Government. Any and all disturbed areas resulting from contractor activities shall be restored by the contractor to the satisfaction of the TPOC. All waste material will be disposed of offsite in accordance with all federal, state, and local regulations.

8. Environmental Protection -Water, air, and land resources shall not be adversely impacted during the course of the work. The contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met at no additional cost to the Government. Assurance of compliance with this section by subcontractors shall be the responsibility of the contractor.

9. Personal Protective Equipment - It is the contractor's responsibility to furnish and supply personnel with the proper personal protective equipment necessary for performing the work.

10. Government Resources - The government will supply any electricity necessary for the project work from points of existing outlets when available. The contractor shall carefully conserve the use of electricity provided. The contractor shall supply their own means of communication (telephone).

11. Damage to Government and Private Property - The contractor shall be responsible for restoring all Government facilities or structures damaged as a result of the contractor's operation. The contractor shall also be responsible for any damage to private property or injury to any person as a result of the contractor's operation. The contractor shall notify the TPOC immediately of damage to Government and private property and injury to any person resulting from the contractor's operation. Also, the Contractor shall notify the TPOC of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the contractor's operation. Damaged or destroyed grass areas shall be re-planted as directed by the TPOC, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.

12. Quality Assurance - The contractor is responsible for the quality control of the contract work. The contractor shall establish and maintain a quality control system to assure compliance with the contract requirements. The government has the right to inspect and test all items called for by the contract, to the extent practicable at all times and at all places during the term of the contract.

13. Inspections-

a. Contractor Quality Control: The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.

b. General Inspection: Upon the completion of each service requirement, the Contractor will perform an inspection of all areas under this contract to ensure compliance with the Performance Work Statement. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. A Government representative may accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.

c. Equipment/Supplies Inspections: The TPOC may inspect required equipment and, supplies at any time when in use on Government property. Any equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the TPOC. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

d. Government Inspections: The Government will monitor the Contractor's service performance. Any work that does not comply with requirements and is not corrected by the Contractor may result in deductions in payment.

14. Receiving and Storing Materials - The contractor is responsible for protecting any stored material until it is placed in service. The contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive materials or supplies for the contractor and will not be responsible for damage to the contractor's equipment or materials.

15. Omissions - This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

Part 2 Materials and Supplies:

1. Condition of Equipment- All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements.

Part 3 Service Requirements:

1. HVAC Maintenance - The contractor shall furnish all labor, materials, and equipment

necessary to perform the following services as part of the scheduled preventative maintenance recommended per the manufacturer. All fuel burning heating components shall be cleaned and serviced by a licensed Fuel Gas Service Technician.

a. AHU/ERV:

i. Bi-Annually:

1. Replace air filters

2. Inspect and clean fan sections of air handling units

a. Manually rotate the fan wheel to check for obstructions in the housing or interference with fan blades. Remove any obstructions/debris

b. Inspect fan motors for excessive vibration or temperature

c. Check and adjust fan wheel set screws whenever a component is removed or adjusted.

3. Check that motor bracket is torqued to manufacturer specifications

4. Inspect and clean drain pans

a. The condensate drain pan and drain line must be checked and cleaned to ensure drainage occurs as designed.

b. Condensate lines and drain pans shall be cleaned with an approved condensate line cleaner designed to prevent the buildup of algae

5. Inspect coils for dirt build-up. Clean fins to mitigate any restricted airflow.

a. All coils shall be kept clean to maintain maximum performance

b. Coils shall be cleaned with an approved product designed to clean air conditioning coils.

ii. To be performed once annually as part of biannual services:

1. Clean the unit casings, diffusers, and coils.

2. Clean coils with an approved product designed for cleaning air conditioning coils.

a. Inspect for chips or corrosion. If damage is found, clean and repaint

3. Clean the fan wheels. Remove any rust from the shaft with and recoat with corrosion inhibitor

4. Check damper linkages, fan set screws, and blade adjustment per manufacturer specifications. Clean, but do not lubricate, the nylon damper rod bushings. Clean damper operators

5. Inspect, clean, and tighten all electrical connections and wiring

6. Rotate the fan wheel and check for obstructions. The wheel should spin freely and not rub. Adjust the center if necessary, according to manufacturer specifications

7. Examine flex connections for cracks or leaks

b. CUH:

i. Ensure coils, blowers, filters and all associated components are clean to ensure proper heat transfer

ii. Inspect for excessive noise and vibration

iii. Examine hot water control valve for operability

c. Mini Split:

i. Wash indoor unit filter

ii. Tighten all electrical connections and inspect electrical components

iii. Check compressor crankcase heater operations

iv. Check for excessive noise and vibration

v. Clean evaporator and condenser coils

d. Boiler:

i. Ensure cabinet is closed when the boiler is operating

ii. Check the power source and status of the control panel

iii. Check central heating pressure gauge to ensure it is operational

iv. Check that exhaust vent and intake piping are in good working order, clean and free of any obstructions.

v. Visually check and operate pressure relief valve to ensure sound operation

vi. Ensure the condensate drain system is clean and performing as designed

vii. Check water and gas piping for leaks

viii. Clean the heat exchanger and combustion chamber to include the burner

ix. Clean the condensate trap and visually inspect for any sags or leakage

x. Perform a functional test and ensure the central heating circuit is filled and purged with a pressure of twelve (12) pounds per square inch (psi) per manufacturer recommendations.

e. Circulator Pumps:

i. Inspect for faulty mechanical seals and excessive noise/vibration

ii. Inspect, clean, and tighten all electrical connections and wiring

iii. ensure amp draw is within specific range

f. Heat Pump Water Heater:

i. Inspect temperature and pressure relief valves

ii. Inspect Heating elements, temperature limiting control (TCO) and wiring to each

iii. Clean the air filter

iv. Clean and clear the condensate drain pans and lines

v. Anode rod(s) must be removed and inspected

2. HVAC Duct Cleaning - The contractor shall furnish all labor, materials, and equipment necessary to perform the following services as part of the scheduled preventative maintenance per NADCA standards.

a. Cleaning:

i. Clean the duct work using mechanical cleaning methods designed to extract contaminants and safely remove from the facility.

ii. Select methods which will render the duct work visibly clean and capable of passing NADCA cleaning verification methods and standards

iii. Use no cleaning method, or combination of methods, which could potentially damage components of the HVAC system or negatively alter the integrity.

iv. Dispose of all debris removed from the duct work in accordance with applicable Federal, State and local requirements.

b. Access:

i. Utilize existing service openings, as required for proper cleaning, at various points of the duct work for physical, mechanical entry, and inspection.

ii. Create other openings where needed. Openings must be created and resealed in conformance with NADCA Standard 05.

4. Inspection and Deficiency Report - The contractor shall prepare a written report listing any deficiencies within the HVAC system and components as listed in the Existing Conditions section above following each service.

a. Itemize noted problems by priority based on usage of component, safety concerns, and estimated repair costs.

b. Itemize any other issues noted during the inspection by condition.

c. Report must state if no issues are noted

Part 4 Service Location:

The service for this contract is the Otter Brook Lake Project Office located at 480 Branch Road, Keene, NH 03431.

1. ITEM NO. 1 - HVAC System Maintenance

a. This system includes:

i. One (1) AHU

ii. One (1) ERV

iii. One (1) Cabinet Heater Unit

iv. One (1) Mini Split heat pump

v. One (1) Boiler

vi. Two (2) Circulator Pumps

vii. One (1) Heat Pump Water Heater

viii. All components associated with these systems

b. Inspection and Deficiency Report shall be provided following each service

c. Service Schedule:

i. Base Year:

1. Annually - all HVAC components before the winter heating season

ii. Option Years:

1. Bi-annually - all HVAC components before and after the winter heating season

iii. Specific dates to be coordinated with the TPOC

2. ITEM NO. 2 - HVAC Duct Cleaning

a. This system includes:

i. All duct work associated with the HVAC system

b. Inspection and Deficiency Report shall be provided following each service

c. Service Schedule:

i. Base Year Only- prior to the start of the heating season

ii. Specific dates to be coordinated with the TPOC

ATTACHMENTS: Please refer to the attachments included with this solicitation for additional information.

Requirements

HVAC System Maintenance and Cleaning, Otter Brook Lake, Keene, NH
0001

Product Service Code: S216

0002

Product Service Code: S216

Option Line Item
0003

Product Service Code: S216

Option Line Item
0004

Product Service Code: S216

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961405 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST NEW ENGLAND DIST NAE-CO-UC-OB, OTTER BROOK LAKE OFC 480 BRANCH RD KEENE, NH 03431 UNITED STATES</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961405 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST NEW ENGLAND DIST NAE-CO-UC-OB, OTTER BROOK LAKE OFC 480 BRANCH RD KEENE, NH 03431 UNITED STATES</p>
Option Line Item 0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961405 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST NEW ENGLAND DIST NAE-CO-UC-OB, OTTER BROOK LAKE OFC 480 BRANCH RD KEENE, NH 03431 UNITED STATES</p>
Option Line Item 0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961405 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST NEW ENGLAND DIST NAE-CO-UC-OB, OTTER BROOK LAKE OFC 480 BRANCH RD KEENE, NH 03431 UNITED STATES</p>

Continuation of Deliveries or Performance

Delivery On Or Before
Delivery Date 31 Dec 2025

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery On Or Before Delivery Date 31 Dec 2025	1 Job	Place of Performance DoDAAC: 961405 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST NEW ENGLAND DIST NAE-CO-UC-OB, OTTER BROOK LAKE OFC 480 BRANCH RD KEENE, NH 03431 UNITED STATES Michael Servant, DELIVER_TO_EMP_ID_NO Email: michael.e.servant@usace.army.mil Telephone: 978-318-8300
0002	Delivery On Or Before Delivery Date 31 Dec 2025	1 Job	Place of Performance DoDAAC: 961405 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST NEW ENGLAND DIST NAE-CO-UC-OB, OTTER BROOK LAKE OFC 480 BRANCH RD KEENE, NH 03431 UNITED STATES Michael Servant, DELIVER_TO_EMP_ID_NO Email: michael.e.servant@usace.army.mil Telephone: 978-318-8300
Option Line Item 0003	Delivery Period From 01 Jan 2026 to 31 Dec 2026	2 Each	Place of Performance DoDAAC: 961405 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST NEW ENGLAND DIST NAE-CO-UC-OB, OTTER BROOK LAKE OFC 480 BRANCH RD KEENE, NH 03431 UNITED STATES Michael Servant, DELIVER_TO_EMP_ID_NO Email: michael.e.servant@usace.army.mil Telephone: 978-318-8300
Option Line Item 0004	Delivery Period From 01 Jan 2027 to 31 Dec 2027	2 Each	Place of Performance DoDAAC: 961405 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST NEW ENGLAND DIST NAE-CO-UC-OB, OTTER BROOK LAKE OFC 480 BRANCH RD KEENE, NH 03431 UNITED STATES Michael Servant, DELIVER_TO_EMP_ID_NO Email: michael.e.servant@usace.army.mil Telephone: 978-318-8300

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Nov 2023		
52.219-6	Notice of Total Small Business Set-Aside.	Nov 2020		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024

FAR Clauses Incorporated by Full Text

52.219-28 Postaward Small Business Program Rerepresentation.

(Jan 2025)

Postaward Small Business Program Rerepresentation (Jan 2025)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

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

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

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it is, is not a small business concern under NAICS Code 561790 assigned to contract number W912WJ25PXXXX.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

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

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]* The Contractor represents that it is, is not a service-disabled veteran-owned small business concern.

(8) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [_____]The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(9) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [_____]The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[_____]Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (Jan 2025) Deviation 2025-O0004 (Mar 2025) (DEVIATION 2025-O0003 and 2025-O0004)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889 (a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved].

(7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

(11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(ii) Alternate I (Dec 2023) of 52.204-30.

(12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(14) [Reserved].

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

(16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) [Reserved]

(18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

(ii) Alternate I (Mar 2020) of 52.219-6.

(19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

(ii) Alternate I (Mar 2020) of 52.219-7.

(20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

(21)

(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Jun 2020) of 52.219-9.

(v) Alternate IV (Jan 2025) of 52.219-9.

(22)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (Mar 2020) of 52.219-13.

(23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

(24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

(26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (Mar 2020) of 52.219-28.

(27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

(28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

(30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

[X] (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

(33) [Reserved]

(34) [Reserved]

(35)

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

(ii) Alternate I (Jul 2014) of 52.222-35.

[X] (36)

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

(ii) Alternate I (Jul 2014) of 52.222-36.

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

(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

[X] (39)

(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).

(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).

(44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

(45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

[X] (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).

(47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

(ii) Alternate I (Jan 2017) of 52.224-3.

(48)

(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (Oct 2022) of 52.225-1.

(49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

(ii) Alternate I [Reserved].

(iii) Alternate II (Jan 2025) of 52.225-3.

(iv) Alternate III (Feb 2024) of 52.225-3.

(v) Alternate IV (Oct 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[X] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[X] (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

[X] (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

[X] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

[X] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889 (a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

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

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

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

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xvi)

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

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.242-15	Stop-Work Order.	Aug 1989		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts.	May 2024		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		

FAR Clauses Incorporated by Full Text

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

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 15 days; 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 3 years.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

<https://www.acquisition.gov/>

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

SECURITY REQUIREMENTS:

General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (eg., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures -this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clauses of this contract, should FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

WAGE DETERMINATION:

The Wage Determination for this project can be found at:

<https://sam.gov/wage-determination/2015-4027/32>

Wage Determination No.: 2015-4027

Modification No.: 32

Date: 6 August 2025

Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		
52.204-7	System for Award Management.	Nov 2024		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	Sep 2023		
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	Dec 2019		

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.	Jun 2020		
52.237-1	Site Visit.	Apr 1984		
52.223-1	Biobased Product Certification.	May 2024		
52.223-4	Recovered Material Certification.	May 2008		
52.217-5	Evaluation of Options.	Jul 1990		

FAR Clauses Incorporated by Full Text

52.252-1 Solicitation Provisions Incorporated by Reference.

(Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

<https://www.acquisition.gov/>

(End of provision)

52.252-5 Authorized Deviations in Provisions.

(Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)