SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W51AA126RA017	11 JUN 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	DEAN BERKOVICS	5706156627	07 JUL 2026 02:00 PM

9. ISSUED BY CODE W51AA1

W6QK ACC-APG CONT CT TYAD OFC
TOBYHANNA ARMY DEPOT, 11 HAP ARNOLD BLVD
TOBYHANNA, PA 18466-0000
UNITED STATES
DEAN BERKOVICS, EMAIL: DEAN.M.BERKOVICS.CIV@ARMY.MIL
TELEPHONE: 5706156627

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561730

SIZE STANDARD: USD 9,500,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	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)*

☒ 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 ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 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

☐ 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

Instrument Name: Grounds Maintenance Service Contract

ADDENDUM

1. This Solicitation, W51AA1-26-R-A017, is in accordance with Revolutionary FAR Overhaul (RFO) Part 12, Acquisition of Commercial Products and Commercial Services.

2. The Army Contracting Command (ACC), APG, Tobyhanna Division, Tobyhanna, PA 18466, intends to solicit and award a firm fixed-price (FFP) with Unpriced CLINs services contract for these services located at Tobyhanna Army Depot, Tobyhanna PA 18466, in accordance with (IAW) the attached Performance Work Statement (PWS).

3. To receive an award, offerors must have an active registration in the System for Award Management (SAM) https://www.SAM.gov with no active exclusions and have no debt subject to offset. Prospective offerors must be found to be responsible in accordance with RFO Part 9.1. O fferors must propose their pricing only for all the CLINs listed in the SF1449.

4. SITE VISIT: IAW RFO Clause 52.237-1, a single site visit will be conducted. The site visit will be held on June 23, 2026 @ 11:00AM EST. Attendance is recommended for Offerors. The meeting location will be Building 20 (Guard Shack/Security). Attendees are encouraged to arrive 15 minutes early to check in. If visitors do not possess a TYAD issued Contractor badge, they will be required to present a state-issued Real ID, or a U.S.- issued passport as forms of identification to gain access to the base (vehicle registration and insurance may also be required). Information provided at each site visit, as well as answers to any general questions, shall not affect the terms and conditions of the solicitation and/or specifications. Terms remain unchanged unless the solicitation is amended in writing. Please refer to RFO clause 52.237-1 for Site Visit information. The Contracting Officer Representative, (COR) for this project is: Matthew Balut, Phone: (570) 615- 9644; Email: matthew.j.balut.civ@army.mil

5. QUESTIONS AND ANSWERS: All questions must be submitted in writing to the Contract Specialist via email only, at dean.m.berkovics.civ@army.mil. Offerors are instructed NOT to contact any TYAD personnel, as this may result in delay of answers and possible incorrect information. Questions must be received no later than, June 25, 2026, at 5:00PM EST. Answers will be consolidated and posted. If any Questions and Answers impact the PWS then an Amendment will be created where applicable and posted in the same manner as the Solicitation. Questions received after the date and time listed in this paragraph will not be answered.

6. Parties interested in responding to this Request for Proposal (RFP) shall complete a standard form (SF) 1449 http://www.forms.gov, blocks 5, 12, 17a, 17b, 19 thru 24, 30a, and 30b; and 30c. The offer must be signed by a company official authorized to contractually bind the company.

7. BASIS FOR AWARD & EVALUATION CRITERIA: Award evaluation and basis for award will be performed in accordance with RFO Clause 52.212-2, Evaluation-Commercial Items, located in the clause section of the solicitation. Award will be Best Value to the Government using a Trade-off

process for Technical, Past Performance and Price. Offerors are cautioned that any award may not necessarily be made to the lowest offered price. Proposals shall be submitted and award made by the Government on an all or none basis. Therefore, proposals are solicited on that basis only.

8. PROPOSAL SUBMISSION: Offerors shall prepare and submit their proposals and supporting documentation referencing Solicitation "W51AA1-26-R-A017" via email to: dean.m.berkovics.civ@army.mil by the closing date/time, in accordance with the submission requirements listed in RFO Clause 52.212-1 Instructions to Offerors and Clause RFO 52.212-2 Evaluation of Commercial Items. Failure to follow the instructions may render the proposal nonresponsive. The Government is not responsible for any proposal that was not received in the contract specialist's email Inbox identified above by the time and date specified for receipt of offers, to include any type of firewall delays. Offerors are advised to transmit their complete proposal in enough time to ensure it is received in the contract specialist's email Inbox identified above by the time and date specified for receipt of proposals. Proposals or parts of proposals received after the time and date specified for receipt of proposals will be considered Late.

Submission Documents:

A. Contractor Proposal

B. Signed SF1449 (#6 above)

C. Three (3) Past Performance References (RFO 52.212-2)

D. All Signed Amendments if applicable

9. CYBERSECURITY MATURITY MODEL CERTIFICATION (CMMC) LEVEL REQUIREMENTS: Offerors shall have a CMMC Level 2 Self certification at time of award.

10. Offerors shall not submit any assumptions, terms, conditions, or caveats, with proposals. All concerns shall be addressed and resolved by submitting questions by the date specified in this RFP. No assumptions, terms, conditions, caveats, or exceptions submitted with proposals in response to RFPs will be accepted or incorporated into the awarded contract.

11. The Government is not responsible for any costs incurred for contractor's time or materials expended in preparing a proposal for this solicitation.

12. The minimum acceptable acceptance period for offers is ninety (90) days from the date specified in Block 8, on Page 1 of the SF1449.

13. TYPE OF CONTRACT: Any resultant award will be a Firm-Fixed Price (FFP) contract with Unpriced CLINs (Prior to commencement of work a Firm Fixed Price (FFP) Quote will need to be provided and approved by the CS/COR prior to work being completed).

14. Wage Rates can be found on the Service Contract Act side of WWW.SAM.GOV. The services to be performed fall under the authority of the service contract act unless otherwise exempt by the Contracting Officer. Department of Labor (DOL) Service Contract Act Wage Determination No: 2015-5797, Revision No.: 31, Dated: 5/16/2026 is provided at Attachment 3 to this solicitation.

PERFORMANCE WORK STATEMENT

See Solicitation Attachment 1- Performance Work Statement Grounds Maintenance Service Contract

As well as the PWS Attachments:

PWS Attachment 1- TYAD_CC_Fig_1_MowingOps

PWS Attachment 2- TYAD_CC_Fig_2_FenceLineTrimmingAreas

PWS Attachment 3- TYAD_CC_Fig_3_WeedingAreas

PWS Attachment 4- TYAD_CC_Fig_4_MulchingAreas

PWS Attachment 5- TYAD_CC_Fig_5_Grounds_Maintenance

PWS Attachment 6- TYAD_CC_Fig_6_PlantList_Veg Roof

PWS Attachment 7- TYAD_CC_Fig_7_Snow Plowing Map

PWS Attachment 8- TYAD_CC_Fig_8_Snow Shoveling

PWS Attachment 9- TYAD_CC_Fig_9_Snow Disposal Areas

PWS Attachment 10- Exhibit 10 TYAD Security Requirements

PWS Attachment 11- Exhibit 11 Contractor Safety Standards

PWS Attachment 12- Exhibit 12 Standard Specs for Projects under NEPA

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS - CONTRACTING OFFICER'S NOTICE

The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(a) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY. Contractors are required to comply with applicable Federal and State Worker's Compensation and Occupational Disease Statutes. If the Employer's liability section of the insurance policy, except then contract operations

are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit Worker's Compensation to be written by private carriers.

(b) GENERAL LIABILITY. Bodily Injury Liability Insurance Coverage written on the comprehensive form of policy of at least $500,000 per occurrence shall be required. Property Damage Liability Insurance is not normally required.

(c) AUTOMOBILE LIABILITY. Automobile Liability Insurance written on the comprehensive form of policy is required. The policy shall provide for Bodily Injury and Property Damage Liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for Bodily Injury and $20,000 per occurrence for Property Damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

*** END OF NARRATIVE ***

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Base Year- Groundskeeping and Snow Removal Firm Fixed Price for groundskeeping/snow removal as described in the PWS. Pricing Arrangement: Firm Fixed Price	12	Lot		
0002	Base Year-Unpriced Orders. Period of Performance 10/1/2026- 9/30/2027. The Contractor shall provide additional services as necessary due to unforeseen circumstances. The CLIN will require a Firm Fixed Price quote approved by the COR prior to work being completed.				
Option Line Item 1001	Option Year 1-Groundskeeping and Snow Removal Firm Fixed Price for groundskeeping and snow removal as described in the PWS. Pricing Arrangement: Firm Fixed Price	12	Lot		
Option Line Item 1002	Option Year 1-Unpriced Orders. Period of Performance 10/1/2027- 9/30/2028. The Contractor shall provide additional services as necessary due to unforeseen circumstances. The CLIN will require a Firm Fixed Price quote approved by the COR prior to work being completed.				
Option Line Item 2001	Option Year 2-Groundskeeping and Snow Removal Firm Fixed Price for groundskeeping and snow removal as described in the PWS. Pricing Arrangement: Firm Fixed Price	12	Lot		

Option Line Item 2002	Option Year 2-Unpriced Orders. Period of Performance 10/1/2028- 9/30/2029. The Contractor shall provide additional services as necessary due to unforeseen circumstances. The CLIN will require a Firm Fixed Price quote approved by the COR prior to work being completed.				
Option Line Item 3001	Option Year 3 Groundskeeping and Snow Removal Firm Fixed Price for groundskeeping and snow removal as described in the PWS. Pricing Arrangement: Firm Fixed Price	12	Lot		
Option Line Item 3002	Option Year 3-Unpriced Orders. Period of Performance 10/1/2029- 9/30/2030. The Contractor shall provide additional services as necessary due to unforeseen circumstances. The CLIN will require a Firm Fixed Price quote approved by the COR prior to work being completed.				
Option Line Item 4001	Option Year 4-Groundskeeping and Snow Removal Firm Fixed Price for groundskeeping and snow removal as described in the PWS. Pricing Arrangement: Firm Fixed Price	12	Lot		
Option Line Item 4002	Option Year 4- Unpriced Orders. Period of Performance 10/1/2030- 9/30/2031. The Contractor shall provide additional services as necessary due to unforeseen circumstances. The CLIN will require a Firm Fixed Price quote approved by the COR prior to work being completed.				

Continuation of Description

Requirements

Grounds Maintenance Service Contract

0001
CLIN only - Requisition Document Number (MILSTRIP, DLMS, FEDSTRIP) : W25G1V6092006V
Product Service Code : S208
North American Industry Classification System (NAICS) : 561730
Bill to Party: W25G1V

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA SQUIRE STREET, ASARS 1C BAY 6 TOBYHANNA, PA 18466-5050 UNITED STATES
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA SQUIRE STREET, ASARS 1C BAY 6 TOBYHANNA, PA 18466-5050 UNITED STATES
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA

	W0ML USA DEP TOBYHANNA SQUIRE STREET, ASARS 1C BAY 6 TOBYHANNA, PA 18466-5050 UNITED STATES
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA SQUIRE STREET, ASARS 1C BAY 6 TOBYHANNA, PA 18466-5050 UNITED STATES
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA SQUIRE STREET, ASARS 1C BAY 6 TOBYHANNA, PA 18466-5050 UNITED STATES

Continuation of Deliveries or Performance

VISITOR RESTRICTIONS

TOBYHANNA ARMY DEPOT ON-SITE CONTRACTOR WORKFORCE AND VISITOR RESTRICTIONS

1. NON-RESIDENT/NON-IMMIGRANT ALIENS

a. All non-resident/non-immigrant aliens must have approval prior to being permitted access to Tobyhanna Army Depot (TYAD). Such approval must be obtained by requesting access through the following: apply at the alien-resident's embassy; proceed to the U.S. Embassy; proceed to the Department of the Army; proceed to Army Materiel Command; proceed to U.S. Communications-Electronics Command; proceed to TYAD.

b. All non-resident/non-immigrant aliens granted access to TYAD are required to be escorted by Government personnel. One Government escort can accommodate a maximum of two nonresident / non-immigrant aliens.

c. Due to limited availability of Government personnel, contractors shall not be permitted to employ non-resident/non-immigrant aliens as part of the contractor's on-site workforce. Limited exceptions to this restriction may be considered on a case-by-case basis. Such exceptions shall only be considered where a specialized skill or trade is not otherwise available, and even under such circumstances would only be considered for very limited duration, e.g., a few hours/days. However, even if limited exception is considered, access may still be denied. Contractors whose personnel are either denied entry to TYAD or permitted limited entry to TYAD due to the security requirements pertaining to non-resident aliens/non-immigrants are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or other contractual remedies as appropriate.

d. Due to limited availability of Government personnel, visitors requiring escort may not be permitted access, or access may be limited to a certain time and duration.

2. FOR THE PURPOSE OF FORMAL ESCORTED SITE VISITS

Resident aliens (immigrants) in possession of a valid Form I-551, Alien Registration Receipt Card ("Green Card"), are not required to obtain approval as set forth in paragraph 1.a. above (but see paragraph 5, below). Such individuals must have proper identification in addition to a valid form I-551 in their physical possession at all times while at TYAD. Individuals lacking proper identification and valid form I-555 will be denied access to TYAD.

3. SECURITY SEARCHES, IN-PROCESSING, AND SECURITY SCREENING

The DoD requires all installations to conduct a vetting process to determine fitness and eligibility for access. All visitors to the installation are subject to be vetted by Automated Installation Entry

and/or NCIC-III, as well as a check of the Installation Bar List. The Contractor shall ensure its personnel have an acceptable form of identification to access Tobyhanna Army Depot. A Department of Defense Common Access Card, a state-issued Real ID, or a U.S.-issued passport are all acceptable forms of identification.

All persons seeking entrance to TYAD must submit to and comply with all security standards and requirements in force at the time such persons are seeking entry. All visitors and contractors, regardless of resident status or citizenship, will be subject to vehicle search and intense inprocessing by TYAD Security personnel prior to being granted access to TYAD. This security screening process may be time consuming and access may be delayed or denied.

Any Contractors who will be working on site, company representatives who will be visiting periodically, and any companies or contractors requesting or requiring TYAD badges for other business reasons must submit a completed TYAD form 648-C to their contract or depot point of contact. The completed form must be submitted at least five (5) workdays in advance of on-site performance for each employee intended for onsite performance or five (5) workdays in advance of visits or other business at the depot. Any contractor employee (s) already on site who have not been screened, will be subject to security screening. This requirement is inclusive of on-site supervisory or managerial personnel and sub-contractor personnel that the Contractor anticipates will be performing work or visiting on-site. This security screening does not relieve the contractor of any responsibilities to conduct thorough pre-employment background checks and drug screening. Contractor workers will not be granted access to the work site until security screening is completed and access is approved. Any contractor personnel on site who fail screening will not be permitted further access to TYAD.

4. SUBMISSION OF BIDS OR PROPOSALS

Bidders/offerors who hand carry bids or quotes do so at their own risk. Bidders/offerors are solely responsible for the timely submission of bids /proposals/quotations, any delays security measures notwithstanding.

5. CONTRACTOR ON-SITE WORKFORCE - ADDITIONAL SECURITY REQUIREMENTS

A. This section is in addition to the requirements above regarding non-resident aliens (nonimmigrants) for on-site performance. Prior to the commencement of performance under the contract and within seven (7) workdays of contract award, the Contractor shall submit to the Chief, Security Division, Tobyhanna Army Depot, a roster of all contractor personnel, inclusive of on-site supervisory or managerial personnel and sub-contractor personnel, that the Contractor anticipates will be performing work on-site. The roster shall indicate which individuals are U.S. citizens and which are resident aliens (immigrants). The following documentation shall accompany the rosterfor each individual named on the roster as a resident alien (immigrant):

i) A copy of a verifiable form of identification, such as a state-issued Real ID, or a U.S.-issued passport.; and

ii) A copy of a valid Department of Justice Immigration and Naturalization Service Form I-551, Alien Registration Receipt Card ("Green Card").

Contractors who fail to identify any and all resident aliens (immigrants) who will be used for on-site performance and who will seek access to Tobyhanna Army Depot as a worker for or through the contractor, inclusive of managerial and subcontractor personnel, may be subject to civil and criminal penalties and sanctions as well as contract remedies.

B. Within five (5) workdays of the submission of the roster, documentation, and TYAD form 648-C, the Government will have completed the security check and the Contractor shall be notified whether all listed personnel will be permitted to work on-site. However, actual access to Tobyhanna Army Depot by the roster personnel will remain contingent upon such resident alien (immigrant) individuals presenting two (2) forms of identification as they process into the Depot through the Security building: a valid Form I-551, Alien Registration Receipt Card ("Green Card") in addition to at least one other verifiable form of identification.

C. The roster that the Contractor submits is amendable. However, up to five (5) workdays will be required to perform a security check on any personnel added to the roster. The Contractor is urged to include contingency or "back-up" personnel in the original roster in order to avoid delays due to roster amendment.

D. Contractors whose personnel are denied entry to TYAD due to the security requirements are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or be subject to other contractual remedies as appropriate.

(End of Note)

*** END OF NARRATIVE ***

0001	**Quantity** 12 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA

	SQUIRE STREET, ASARS 1C BAY 6 TOBYHANNA, PA 18466-5050 UNITED STATES **Period of Performance** From 01 Oct 2026 To 30 Sep 2027
Option Line Item 1001	**Quantity** 12 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA SQUIRE STREET, ASARS 1C BAY 6 TOBYHANNA, PA 18466-5050 UNITED STATES **Period of Performance** From 01 Oct 2027 To 30 Sep 2028
Option Line Item 2001	**Quantity** 12 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA SQUIRE STREET, ASARS 1C BAY 6 TOBYHANNA, PA 18466-5050 UNITED STATES

	Period of Performance From 01 Oct 2028 To 30 Sep 2029
Option Line Item 3001	**Quantity** 12 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA SQUIRE STREET, ASARS 1C BAY 6 TOBYHANNA, PA 18466-5050 UNITED STATES **Period of Performance** From 01 Oct 2029 To 30 Sep 2030
Option Line Item 4001	**Quantity** 12 Lot **Address and POC** Place of Performance DoDAAC: W25G1V CountryCode: USA W0ML USA DEP TOBYHANNA SQUIRE STREET, ASARS 1C BAY 6 TOBYHANNA, PA 18466-5050 UNITED STATES

	Period of Performance From 01 Oct 2030 To 30 Sep 2031

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
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		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (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
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-	2026-02

	O0038)	
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
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

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.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower	2022-12		

	Rights.			
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10		
252.225-7001	Buy American and Balance of Payments Program.	2024-02		
252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
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		
252.232-7003	Electronic Submission of Payment Requests and	2018-12		

	Receiving Reports.	
252.232-7010	Levies on Contract Payments.	2006-12
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

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.222-42	Statement of Equivalent Rates for Federal Hires. (Tailored)	2014-05		

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

Employee Class	Monetary Wage-Fringe Benefits
WG-10	$34.64

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Tailored)	2025-11		

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: **CMMC Level 2 Self** for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements

associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.232-7006	Wide Area WorkFlow Payment Instructions. (Tailored)	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.

N/A

(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.

INVOICE 2 in 1 (SERVICE ONLY)

(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	HQ0303
Issue By DoDAAC	W51AA1
Admin DoDAAC	W51AA1
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	W25G1V
Service Acceptor (DoDAAC)	W25G1V
Accept at Other DoDAAC	____
LPO DoDAAC	____

DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(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.*

WAWF Payment Acceptor: matthew.j.balut.civ@army.mil

Contract Specialist: dean.m.berkovics.civ@army.mil

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

WAWF Point of Contact: david.k.kern2.civ@army.mil

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

(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.	2011-01		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		
52.246-4	Inspection of Services-Fixed-Price.	1996-08		
52.249-14	Excusable Delays.	1984-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03		
252.225-7013	Duty-Free Entry.	2025-08		
252.225-7048	Export-Controlled Items.	2013-06		
252.232-7008	Assignment of Claims (Overseas).	1997-06		
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		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

52.217-8	Option to Extend Services. (Tailored)	1999-11

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 60 Days.

(End of clause)

52.217-9	Option to Extend the Term of the Contract. (Tailored)	2000-03

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 60 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 Days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 Years.

(End of clause)

52.252-2	Clauses Incorporated by Reference. (Tailored)	1998-02

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. (Tailored)	2020-11

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 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

Attachment 1- Performance Work Statement Grounds Maintenance Service Contract

PWS Attachment 1- TYAD_CC_Fig_1_MowingOps

PWS Attachment 2- TYAD_CC_Fig_2_FenceLineTrimmingAreas

PWS Attachment 3- TYAD_CC_Fig_3_WeedingAreas

PWS Attachment 4- TYAD_CC_Fig_4_MulchingAreas

PWS Attachment 5- TYAD_CC_Fig_5_Grounds_Maintenance

PWS Attachment 6- TYAD_CC_Fig_6_PlantList_Veg Roof

PWS Attachment 7- TYAD_CC_Fig_7_Snow Plowing Map

PWS Attachment 8- TYAD_CC_Fig_8_Snow Shoveling

PWS Attachment 9- TYAD_CC_Fig_9_Snow Disposal Areas

PWS Attachment 10- Exhibit 10 TYAD Security Requirements

PWS Attachment 11- Exhibit 11 Contractor Safety Standards

PWS Attachment 12- Exhibit 12 Standard Specs for Projects under NEPA

Attachment 2- Quality Assurance Surveillance Plan (QASP)

Attachment 3- Service Contract Wage Determination

*** END OF NARRATIVE ***

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

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		
252.204-7019	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		
252.225-7055	Representation Regarding	2022-05		

	Business Operations with the Maduro Regime.	
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
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation. (Tailored)	2019-12		

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) *Representation*. The Offeror represents that it does_____, 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.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense	2021-05

Telecommunications Equipment
or Services-Representation.
(Tailored)

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)

252.215-7008 Only One Offer. 2022-12

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are

required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

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

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)

Evaluation - Commercial Products and Commercial Services

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) (Tailored)	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 Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

A. Technical - Offers will be evaluated as providing or complying with all the requirements set forth in the Performance Work Statement (PWS). Any exceptions to any terms and conditions must be included in proposal and agreed upon by both parties prior to award.

B. Past Performance - Offerors shall submit three (3) Government and/or commercial contracts during the past Five (5) years, which are relevant to the efforts required by this solicitation. Offeror's shall provide a point of Contact with each contract for the government to reach out to as a reference. Nothing in this solicitation prohibits the Government from obtaining and considering past performance from any source available, or contacting references to validate.

C. Price - Offeror's shall complete the pricing for each CLIN on the SF1449. Offerors are encouraged to submit their best price(s) in the initial proposal as the Government intends to award without discussions.

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

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding

contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		
52.237-1	Site Visit.	1984-04		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038) (Tailored)	2026-02		

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

(1) It is_____, is not _____an inverted domestic corporation; and

(2) It is_____, is not_____ a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038) (Tailored)	2026-02

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a

timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that-

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

(2) It is_____ is not_____ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference. (Tailored)	1998-02

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. (Tailored)	2020-11

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 provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements. (Tailored)	2025-11		

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: **CMMC Level 2 Self** . This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)