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
	66

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W50S6U26QA0190003	17 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	KRISTIAN MARTIN PERLAS	+1 (786) 993-3780	18 AUG 2026 10:00 AM

9. ISSUED BY CODE W50S6U

W7MX USPFO ACTIVITY CAANG 195
KO FOR CAANG DO NOT DELETE, 17840 13TH ST BLDG 2180
BEALE AFB, CA 95903-2180
UNITED STATES
KRISTIAN MARTIN PERLAS, EMAIL: KRISTIAN_MARTIN.PERLAS.2@US.AF.MIL
TELEPHONE: +1 (786) 993-3780

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	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
☐ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
SEE SCHEDULE			

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NUMBER				

☐ 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 ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

SEE SECTION G - CONTRACT ADMINISTRATION DATA

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:

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

Section A - Solicitation/Contract Form

Instrument Name: Landscaping Service

Product Service Code : S208

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Provide vegetative debris management in accordance with PWS paragraph 5.1. Product Service Code: S208 North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Lot		
0002	Provide stump obstruction elimination in accordance with PWS paragraph 5.2. Product Service Code: S208 North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Lot		
0003		1	Lot		

	Provide vegetation reduction in accordance with PWS paragraph 5.3. Product Service Code: S208 North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
0004	Provide weed-suppression solution in accordance with PWS paragraph 5.4. Product Service Code: S208 North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Lot		
0005	Provide premium mulch in accordance with PWS paragraphs 5.5 and 5.5.1. Product Service Code: S208	1	Lot		

	North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
0006	Provide standard mulch in accordance with PWS paragraphs 5.5 and 5.5.2. Product Service Code: S208 North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Lot		
0007	Provide palm tree removal in accordance with PWS paragraph 5.7. Product Service Code: S208 North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1	5	Each		

	Pricing Arrangement: Firm Fixed Price				
0008	Provide desert willow tree installation in accordance with PWS paragraph 5.6 and its subparagraphs. Product Service Code: S208 North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Each		
0009	Provide desert willow establishment watering -- days 1 through 30 in accordance with PWS paragraph 5.6 and its subparagraphs. Product Service Code: S208 North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Lot		
0010		1	Lot		

	Provide desert willow establishment watering -- days 31 through 60 in accordance with PWS paragraph 5.6 and its subparagraphs. Product Service Code: S208 North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
0011	Provide desert willow establishment watering -- days 61 through 90 in accordance with PWS paragraph 5.6 and its subparagraphs. Product Service Code: S208 North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Lot		
0012	Provide final site cleanup and deliverables in accordance with PWS paragraphs 5.8, 5.9, and 5.9.1 and Technical Exhibit 2.	1	Lot		

	Product Service Code: S208 North American Industry Classification System (NAICS): 561730 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				

Section C - Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT (PWS)

for

Landscaping Services

Sepulveda Air National Guard Station, California

1.0 General:

1.1 Scope: The Contractor shall provide all labor, materials, equipment, supervision, quality control, licenses, permits, and incidentals necessary, except as specified in Paragraph 3.0 as Government-furnished, to clear designated vegetative debris, eliminate stump-related obstructions, reduce overgrown vegetation, provide weed suppression, install finished mulch surfaces, remove designated palm trees, furnish and install Desert Willow trees, provide establishment watering, and restore the work areas to the measurable end states described in Paragraph 5.0 and its subparagraphs.

The Contractor shall determine the means, methods, equipment, materials, and sequencing necessary to achieve the required outcomes unless a specific minimum requirement or acceptance standard is stated in this PWS.

1.1.1 Objectives: The primary objective is to restore the designated work areas to a safe, maintainable, and finished condition by clearing downed trees and brush, eliminating stump-related obstructions, reducing overgrown vegetation, installing a weed-suppression solution, providing finished mulch surfaces, removing designated palm trees, and furnishing, installing, watering, and establishing Desert Willow trees in the areas identified on Drawing C1.01.

The completed work shall support routine installation maintenance, preserve access along the perimeter fence, improve the appearance of designated landscaping areas, provide uniform mulch coverage across the Premium or New Mulch and Mulch areas identified on Drawing C1.01, and result in installed Desert Willow trees that meet the required 90-calendar-day establishment and survivability standard.

1.2 Background: Downed trees, brush, remaining stumps, overgrown vegetation, and deteriorated or unfinished landscape areas have accumulated in designated areas of the installation, creating safety, access, appearance, and maintainability concerns. The Government requires the affected areas to be restored to a safe, clean, finished, and maintainable condition, with vegetation reduced, stump-related obstructions eliminated, designated ground-cover areas improved for weed suppression and routine maintenance, selected palm trees removed, and Desert Willow trees installed and established in accordance with the measurable requirements of this PWS.

1.3 Period of Performance (PoP): Reserved.

1.4 General Information:

1.4.1 Place and Performance of Services: All work shall be performed at Sepulveda ANGS, 15900 Victory Blvd, Van Nuys, California, 91406-6451. The contractor shall provide services anytime between the hours of 05:00 A.M. to 03:00 P.M., Monday through Friday, except on recognized US holidays or when the Government facility/installation is closed. The contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS.

1.4.1.1 Telework: The Government does permit the contractor to telework in support of this requirement. In furtherance of Continuity of Operations Planning (COOP), a telework program may be enacted to ensure that the Government's mission-critical operations stay operational during times of national emergency or incidents of national significance. Telework shall be at no additional cost to the Government.

1.4.1.2 Unscheduled gate closures, although unexpected, by the Security Police may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

1.4.1.3 The contractor's employees shall become familiar with and obey the regulations of the installation; including fire, traffic, safety and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times, and shall be subject to such checks as may be deemed necessary. The contractor shall ensure compliance with all regulations and orders of the installation, which may affect performance. The Government reserves the right to direct the removal of an employee from Government property or revoke access to Government systems for misconduct, security reasons, or any overt evidence of communicable disease. Removal of contractor employees for reasons stated above does not relieve the Contractor from responsibility for total performance of this contract.

1.4.2 Recognized holidays: The following are recognized United States (US) holidays. The contractor shall not perform services on the following days:

Date	Holiday
Thursday, Jan 01	New Year's Day
Monday, Jan 19	Birthday of Martin Luther King, Jr.
Monday, Feb 16	Washington's Birthday

Monday, May 25	Memorial Day
Friday, Jun 19	Juneteenth National Independence Day
Friday, Jul 03	Independence Day
Monday, Sep 07	Labor Day
Monday, Oct 12	Columbus Day
Wednesday, Nov 11	Veterans Day
Thursday, Nov 26	Thanksgiving Day
Friday, Dec 25	Christmas Day

1.4.3 Quality Control (QC): The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is the means by which it assures itself that its work complies with the requirements of the contract. As a minimum, the contractor shall develop QC procedures that address the areas identified in Technical Exhibit 1, Performance Requirements Summary (PRS).

1.4.4 Quality Assurance (QA): The Government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and acceptable quality level(s) or defect rate(s).

1.4.5 Access and General Protection/Security Policy and Procedures. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DoD, Headquarters Air Force (HAF) and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

1. The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently

display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

2. The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional requirements to comply with local security procedures to obtain a vehicle pass.

3. During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

4. Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

5. Failure to comply with these requirements may result in withholding of final payment.1.4.5.1 Reserved

1.4.5.2 For contractors that do not require a common access card (CAC) but require access to a DoD facility and/or installation. The contractor and all subcontractor employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Air Force Instruction (AFI) 10-245, AFI 31-101 and Air Force Manual (AFMAN) 31-113), applicable installation, facility and area commander installation/facility access and local security policies and procedures (will be provided by Government representative).

1.4.5.3 Reserved

1.4.5.4 Reserved.

1.4.5.5 Communications Security/Information Technology (COMSEC/IT) Security. All communications with DoD organizations are subject to COMSEC review. All telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, the contractor is advised that any time contractor personnel place or receive a call they are subject to COMSEC procedures. The contractor shall ensure wide and frequent dissemination of the above information to all employees dealing with DoD information. The contractor shall abide by all

Government regulations concerning the authorized use of the Government's computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.

1.4.5.6 Reserved

1.4.5.7 Reserved

1.4.5.8 Reserved

1.4.5.9 Reserved

1.4.5.10 Reserved

1.4.5.11 Reserved

1.4.5.12 Reserved

1.4.5.13 Reserved

1.4.5.14 Reserved

1.4.6 Physical Security. The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.4.7 Reserved.

1.4.8 Post award Conference/Periodic Progress Meetings: The contractor must attend any post award conference convened by the Contracting Officer (KO) in accordance with RFO FAR 42.302 (a)(3). The KO, COR and other Government personnel, as appropriate, may meet periodically with the contractor to review the contactor's performance. At these meetings, the KO will apprise the contractor of how the Government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced. The contractor shall resolve outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

1.4.9 Contract Manager (CM): The contactor shall designate a CM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the KO. The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The CM shall work through the COR, to resolve issues, receive technical instructions, and ensure adequate performance of services. The CM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the KO. The CM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

1.4.10 Identification of Contractor Employees: All contractor personnel working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government employees.

1.4.11. Combating Trafficking in Persons: The United States Government has adopted a zero-tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in severe forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government's zero tolerance policy, the actions that will be taken against employees for violations of this policy. The contractor shall take appropriate action, up to and including termination, against employees or subcontractors that violate the US Government policy as described at FAR 22.17.

1.4.12 Reserved

1.4.13 Reserved

1.4.14 Organizational Conflicts of Interest (OCI): The contractor and subcontractor personnel performing services under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCIs, as defined in Revolutionary Federal Acquisition Regulation Overhaul (RFO FAR) subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO. In the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may impose other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.4.15 Reserved

2.0 Definitions and Acronyms:

2.1 Definitions:

2.1.1 Contractor: A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.2 Defective Service: A service output that does not meet the standard of performance associated with the PWS.

2.1.3 Deliverable: Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

2.1.4 Key Personnel: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.5 Physical Security: Actions that prevent the loss or damage of Government property.

2.1.6 Quality Assurance: The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.7 Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.8 Quality Control: All necessary measures taken by the Contractor to ensure that the quality of an end product or service shall meet contract requirements.

2.1.9 Subcontractor: One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.2 Acronyms:

AT/OPSEC	Antiterrorism/Operational Security
BI	Background Investigation
CM	Contract Manager
COR	Contracting Officer Representative
DFARS	Defense Federal Acquisition Regulation Supplement
DoW	Department of War

DSCA	Defense Counterintelligence and Security Agency
FAR	Federal Acquisition Regulation
GFP/M/E/S	Government Furnished Property/Material/Equipment/Services
HSPD	Homeland Security Presidential Directive
KO	Contracting Officer
NGB	National Guard Bureau
OCI	Organizational Conflict of Interest
PII	Personally Identifiable Information
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary

PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SSN	Social Security Number
TE	Technical Exhibit
USD(I)	Under Secretary of Defense for Intelligence

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S): The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract:

3.1 Reserved

3.2 Reserved

3.3 Reserved

3.4 Reserved

3.5 Utilities: Some utilities in the installation may be available for the contactor's use in the performance of this contract. The contractor shall instruct employees/subcontractors in utilities

conservation practices. The contractor shall operate under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount.

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E):

4.1 General: Except for those items specifically stated to be Government-furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

5.0 Requirements:

5.1 Vegetative Debris Management: The Contractor shall clear all downed trees and brush located in the areas designated as "Downed Trees - To Mulch" on Drawing C1.01. The completed areas shall be free of loose vegetative debris that interferes with access, mowing, drainage, fence maintenance, safety, or normal installation operations. Reusable site-generated mulch retained for use in the area designated as "Mulch" on Drawing C1.01 shall be suitable for landscape use and free of trash, soil contamination, and foreign debris. The Contractor shall prevent debris from spreading outside the immediate work area and shall comply with applicable federal, state, and local environmental and safety requirements.

5.2 Stump Obstruction Elimination: The Contractor shall eliminate stump-related obstructions from previously cut trees located within the installation, unless otherwise limited by Drawing C1.01 or other contract documents. The Government estimates there are approximately 50 stumps in the entirety of the area shown in Drawing C1.01. Each completed stump area shall be at least one foot below the existing ground level, restored level with the surrounding grade, and left in a stable condition that does not interfere with mowing, pedestrian movement, vehicle movement, drainage, landscaping, or routine installation maintenance.

5.3 Vegetation Reduction: The Contractor shall reduce vegetation in the approximately 387,366 square foot "Mowing Area," as depicted on Drawing C1.01, to a finished height not exceeding six inches. The completed area shall be free of cut vegetation piles, loose debris, and unsafe obstructions that interfere with access, safety, drainage, or routine installation maintenance.

5.4 Weed Suppression: The Contractor shall provide a commercial-grade weed-suppression solution across the approximately 5,590 square foot "New Mulch" area and the approximately 11,304 square foot "Mulch" area identified on Drawing C1.01. The installed solution shall remain secure, concealed, and intact at final acceptance and shall not have exposed seams, gaps, loose material, tripping hazards, or conditions that interfere with landscape maintenance. For the perimeter fence portion of the "Mulch" area, the weed-suppression solution shall extend five feet outward from the fence line. The Contractor shall provide product documentation and installation information to the COR before final acceptance.

5.5 Finished Mulch Surface: The Contractor shall provide a finished mulch surface over all designated weed-suppression areas. The mulch shall fully cover the weed-suppression solution, provide a clean and uniform finished appearance, and have a minimum finished depth of four inches at final inspection. The finished mulch surface shall be free of trash, soil contamination,

foreign debris, and material that creates safety hazards or interferes with routine maintenance. The Contractor shall furnish all mulch necessary to meet the required finished condition.

5.5.1 New Mulch Areas: The Contractor shall provide a finished landscaping mulch surface across the approximately 5,590 square foot area designated as "New Mulch" around Buildings 21, 23, and the Building 23 parking lot islands on Drawing C1.01. The completed areas shall have a uniform color, uniform texture, and professional finished appearance. The mulch shall be free of foreign debris, trash, and oversized wood material.

5.5.2 Mulch Area: The Contractor shall provide a finished mulch surface across the approximately 11,304 square foot area designated as "Mulch" on Drawing C1.01. The completed surface shall meet the four-inch minimum finished depth requirement, suppress vegetation growth, maintain fence access, and remain free of foreign debris, trash, soil contamination, and unsafe obstructions. Site-generated mulch produced under paragraph 5.1 may be used when it meets the required finished condition. The Contractor shall furnish supplemental mulch as necessary to complete the required coverage, depth, and finished condition.

5.6 Desert Willow Tree Installation, Establishment Watering, and Survivability: The Contractor shall furnish and install 12 15-gallon Desert Willow trees, Chilopsis linearis, at the locations identified on Drawing C1.01, including one tree at the northwest corner of Building 23 and 11 additional trees at the locations shown on Drawing C1.01. The 11 additional trees shall be spaced as evenly as practicable, with a minimum spacing of 10 feet between each tree unless existing site conditions or Drawing C1.01 require otherwise.

5.6.1 At final acceptance, each installed tree shall be upright, stable, healthy in appearance, and installed with the root flare one to two inches above finished grade. Each planting area shall be restored to a clean, stable, finished condition and shall include a watering berm approximately three inches high around the outer edge of the planting area. Tree supports, when used, shall be secure, located outside the root ball, and shall not damage the trunk or restrict normal tree movement. Backfill shall consist of native soil only. Soil amendments and fertilizers shall not be used.

5.6.2 The Contractor shall provide establishment watering for 90 calendar days after planting. Water shall be applied directly to each tree's watering berm at a rate of 10 gallons per tree per watering event. Watering frequency shall be three times per week during days 1 through 30, two times per week during days 31 through 60, and one time per week during days 61 through 90. A scheduled watering event may be omitted when measurable rainfall of 0.25 inch or greater occurs at the site within the preceding 24 hours. The Contractor shall maintain a watering log documenting the date, quantity of water applied per tree, and any omitted watering event due to rainfall.

5.6.3 At the end of the 90-calendar-day establishment watering period, each installed tree shall be alive, upright, stable, and free of severe decline, including complete defoliation, broken main stem, or visible death. The Contractor shall replace any tree that fails to meet this condition at no

additional cost to the Government. Replacement trees shall be the same species and minimum container size as originally required and shall meet the same final installed condition required by this paragraph

5.7 Additional Palm Tree Removal: The Contractor shall remove five additional palm trees west of Building 22 as shown or designated on Drawing C1.01. The completed condition shall leave the remaining palm trees spaced as evenly as practicable within the existing palm tree line. Removed palm tree stumps shall be eliminated in accordance with paragraph 5.2. Removed palm tree material shall be processed into mulch and used in the approximately 11,304 square foot area designated as "Mulch" on Drawing C1.01, provided the material meets the finished mulch requirements in paragraphs 5.5 and 5.5.2.

5.8 Site Cleanup: The Contractor shall maintain all work areas in a clean, orderly, and safe condition throughout performance. At the end of each workday, active work areas shall be free of trash, loose debris, and unsafe obstructions. At final completion, all work areas shall be free of contractor-generated debris, excess materials, tools, and equipment, except for materials the Government has approved to remain onsite.

5.9 Warranty: The Contractor shall warrant all work performed under this contract for a period of one year from the date of Government acceptance. The warranty shall cover defects in workmanship, installation, materials furnished by the Contractor, and failures caused by improper performance. The Contractor shall correct warranty-covered deficiencies at no additional cost to the Government.

5.9.1 Before final acceptance, the Contractor shall provide a written warranty certificate to the COR. At a minimum, the warranty certificate shall identify the contract number, project title, warranted work, warranty start date, warranty end date, Contractor point of contact, telephone number, email address, instructions for placing a warranty service call, expected response time, and procedures for requesting warranty correction. The Contractor shall also provide any applicable manufacturer warranty information for installed materials or products.

6.0 Reserved.

6.1 Reserved.

Technical Exhibit 1

Performance Requirements Summary (PRS)

Performance Objectives	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method/By Whom

5.1 Vegetative Debris Management Clear downed trees and brush from designated areas.	Designated "Downed Trees - To Mulch" areas on Drawing C1.01 are cleared of downed trees, brush, loose vegetative debris, and debris migration outside the immediate work area. Any site-generated mulch retained for use is clean, usable, and placed in a COR-approved location.	No remaining vegetative debris that interferes with access, mowing, drainage, fence maintenance, safety, or normal operations. No trash, foreign debris, or soil-contaminated material in retained mulch.	Periodic Inspection and Final Inspection / COR
5.2 Stump Obstruction Elimination Remove stump-related obstructions from previously cut trees.	Stump areas are reduced below surrounding grade, restored level with adjacent ground, and left stable, safe, and maintainable.	No stump-related obstruction remains that interferes with mowing, walking, vehicle movement, drainage, landscaping, or routine maintenance. No unstable or uneven restored stump areas at final inspection.	Periodic Inspection and Final Inspection / COR
5.3 Vegetation Reduction Reduce vegetation in the designated mowing area.	Vegetation in the 387,366 square foot "Mowing Area" on Drawing C1. 01 is reduced to the required finished height and the area is left clear of cut piles, loose debris, and unsafe obstructions.	Vegetation does not exceed six inches in the designated mowing area, except where documented site conditions prevent safe access. No cut vegetation piles or unsafe obstructions remain.	Periodic Inspection and Final Inspection / COR

5.4 Weed Suppression Solution Provide weed suppression in designated mulch areas.	Weed-suppression solution is installed throughout the designated "New Mulch" and "Mulch" areas on Drawing C1.01, remains secured and concealed, and supports normal landscape maintenance.	No missing coverage, exposed seams, visible gaps, loose sections, tripping hazards, or unsecured areas at final inspection. Perimeter fence portion maintains the required five-foot width from the fence line.	Periodic Inspection and Final Inspection / COR
5.5 Finished Mulch Surface Provide finished mulch coverage over designated areas.	Mulch fully covers the designated weed-suppression areas, provides a clean and uniform finished surface, and meets the required finished depth at final inspection.	No exposed weed barrier. Mulch depth is at least four inches at final inspection. Finished surface is free of trash, soil contamination, foreign debris, and unsafe conditions.	Final Inspection / COR
5.5.1 New Mulch Areas Provide finished landscaping mulch around Buildings 21, 23, and Building 23 parking lot islands.	New Mulch areas shown on Drawing C1.01 have a consistent finished appearance suitable for facility landscaping.	Mulch has uniform dark brown color and texture. No trash, foreign debris, or wood material	Final Inspection / COR

5.5.2 Mulch Area Provide finished mulch surface in the designated standard mulch area.	The 11,304 square foot "Mulch" area shown on Drawing C1.01 has complete mulch coverage, maintains fence access, and meets the required finished condition.	Mulch depth is at least four inches at final inspection. Area remains free of trash, foreign debris, soil contamination, unsafe obstructions, and exposed weed barrier.	Final Inspection / COR
5.6 Desert Willow Tree Installation, Establishment Watering, and Survivability Furnish, install, water, and establish 12 Desert Willow trees.	12 15-gallon Desert Willow trees, Chilopsis linearis, are installed at locations identified on Drawing C1. 01, including one tree at the northwest corner of Building 23 and eleven additional trees at the designated locations. The eleven additional trees are spaced as evenly as practicable with at least 10 feet between trees unless existing site conditions or Drawing C1.01 require otherwise. Each tree is upright, stable, healthy in appearance, installed with root flare one to two inches above finished grade, and provided a three-inch watering berm. Establishment watering is performed for 90 calendar days after planting at the required frequency and quantity. Watering log documents date, quantity per tree, and omitted watering events due to qualifying rainfall.	All twelve trees are installed in the required locations and meet final installed condition. No installed tree is unstable, dead, severely declined, completely defoliated, or has a broken main stem at the end of the 90-calendar-day establishment period. Watering log is complete and supports required watering frequency and quantity. Failed trees are replaced at no additional cost to the Government.	Planting Inspection, Periodic Inspection, Watering Log Review, and 90-Day Establishment Inspection / COR
5.7 Additional Palm Tree Removal Remove five	Five additional palm trees west of Building 22 are removed. Remaining	Five palm trees removed. No stump-related obstruction remains.	Periodic Inspection

palm trees west of Building 22 and process removed material.	palm trees are left spaced as evenly as practicable within the existing palm tree line. Removed stumps are eliminated in accordance with paragraph 5.2. Removed palm tree material is processed into mulch and used in the designated 11,304 square foot "Mulch" area when it meets required mulch conditions.	Remaining palm tree line has no obvious uneven spacing caused by improper selection of removed trees. Processed palm material used as mulch contains no trash, foreign debris, soil contamination, unsafe material, or oversized material that prevents the finished mulch condition.	and Final Inspection / COR
5.8 Site Cleanup Maintain clean and safe work areas during and after performance.	Work areas are maintained in a safe and orderly condition during performance and are cleared of contractor-generated debris, excess materials, tools, and equipment at completion.	No unresolved unsafe condition remains at the end of each workday. Final work areas are free of contractor-generated debris, excess materials, tools, and equipment, except items approved by the Government to remain onsite.	Periodic Inspection and Final Inspection / COR

Technical Exhibit 2

Deliverables Schedule

PWS Ref/Deliverable Title	Frequency	Number of Copies	Medium/Format	Submit To

5.7 Contractor's Warranty	Prior to final payment	1	Electronic Submission	COR
5.7.1 Manufacturer's warranty	Prior to final payment	1	Electronic Submission	COR

*** END OF NARRATIVE ***

Requirements

Commercial, non-personal landscaping service

Section E - Inspection and Acceptance

Inspection, Acceptance, and Wide Area Workflow (Invoice) Instructions

1. Place of Performance. Any address displayed in the Inspection/Acceptance section of the Standard Form 1449 is provided for Wide Area Workflow (WAWF) routing purposes only and is not the place of performance. The Contractor shall perform all on-site services at the place of performance identified in PWS paragraph 1.4.1.

2. Inspection and Acceptance.

a. The Government will inspect the Contractor's performance in accordance with the inspection methods and frequencies identified in PWS Technical Exhibit 1. Inspection frequencies vary by performance objective and may include periodic and final inspections.

b. The Contractor shall notify the designated Government representative (Contracting Officer Representative) when work is ready for final inspection and shall participate in joint inspections when requested by the Government.

c. Only an authorized Government representative (Contracting Officer or Contracting Officer Representative) may accept services. Government acceptance will occur after the Government determines that the services conform to the contract requirements. Participation in a joint inspection does not constitute acceptance unless acceptance is documented by an authorized Government representative.

3. Electronic Submission. The Contractor shall submit payment requests and receiving reports electronically through Wide Area Workflow (WAWF) in accordance with RFO DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (Dec 2018), and RFO DFARS 252.232-7006, Wide Area Workflow Payment Instructions (Jan 2023).

4. WAWF Document Type and Routing. The Contractor shall submit an Invoice 2-in-1 (Services) and routing information specified in RFO DFARS 252.232-7006. The Contractor shall ensure that the contract number, CLINs, quantities, amounts, and other

information entered in WAWF are accurate and consistent with the contract.

5. Timing of Submission. The Contractor shall not submit an Invoice 2-in-1 (Services) until:

a. The services and any deliverables covered by the invoice have been completed;

b. All required inspections for those services and any deliverables have been completed; and

c. An authorized Government representative has accepted the services and any deliverables.

A payment request submitted before Government acceptance, or containing services that have not been completed and accepted, will be rejected in WAWF.

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Inspection, Acceptance, and Wide Area Workflow (Invoice) Instructions DoDAAC: F9Y0CC CountryCode: USA 195WG HQ 195 WG CC AF BPN NO MILBILLS PROCESSES, 17840 13TH ST BLDG 2180 BEALE AFB, CA 95903-1517 UNITED STATES KYLE R. IMHOFF, Maj, CA ANG
0002	Inspection and Acceptance Location Both Destination Instructions: See Inspection, Acceptance, and Wide Area Workflow (Invoice) Instructions DoDAAC: F9Y0CC CountryCode: USA 195WG HQ 195 WG CC AF BPN NO MILBILLS PROCESSES, 17840 13TH ST BLDG 2180 BEALE AFB, CA 95903-1517 UNITED STATES KYLE R. IMHOFF, Maj, CA ANG

0003	Inspection and Acceptance Location Both Destination Instructions: See Inspection, Acceptance, and Wide Area Workflow (Invoice) Instructions DoDAAC: F9Y0CC CountryCode: USA 195WG HQ 195 WG CC AF BPN NO MILBILLS PROCESSES, 17840 13TH ST BLDG 2180 BEALE AFB, CA 95903-1517 UNITED STATES KYLE R. IMHOFF, Maj, CA ANG
0004	Inspection and Acceptance Location Both Destination Instructions: See Inspection, Acceptance, and Wide Area Workflow (Invoice) Instructions DoDAAC: F9Y0CC CountryCode: USA 195WG HQ 195 WG CC AF BPN NO MILBILLS PROCESSES, 17840 13TH ST BLDG 2180 BEALE AFB, CA 95903-1517 UNITED STATES KYLE R. IMHOFF, Maj, CA ANG
0005	Inspection and Acceptance Location Both Destination Instructions: See Inspection, Acceptance, and Wide Area Workflow (Invoice) Instructions

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	UNITED STATES KYLE R. IMHOFF, Maj, CA ANG
0008	Inspection and Acceptance Location Both Destination Instructions: See Inspection, Acceptance, and Wide Area Workflow (Invoice) Instructions DoDAAC: F9Y0CC CountryCode: USA 195WG HQ 195 WG CC AF BPN NO MILBILLS PROCESSES, 17840 13TH ST BLDG 2180 BEALE AFB, CA 95903-1517 UNITED STATES KYLE R. IMHOFF, Maj, CA ANG
0009	Inspection and Acceptance Location Both Destination Instructions: See Inspection, Acceptance, and Wide Area Workflow (Invoice) Instructions DoDAAC: F9Y0CC CountryCode: USA 195WG HQ 195 WG CC AF BPN NO MILBILLS PROCESSES, 17840 13TH ST BLDG 2180 BEALE AFB, CA 95903-1517 UNITED STATES KYLE R. IMHOFF, Maj, CA ANG
0010	Inspection and Acceptance Location

	Both Destination Instructions: See Inspection, Acceptance, and Wide Area Workflow (Invoice) Instructions DoDAAC: F9Y0CC CountryCode: USA 195WG HQ 195 WG CC AF BPN NO MILBILLS PROCESSES, 17840 13TH ST BLDG 2180 BEALE AFB, CA 95903-1517 UNITED STATES KYLE R. IMHOFF, Maj, CA ANG
0011	Inspection and Acceptance Location Both Destination Instructions: See Inspection, Acceptance, and Wide Area Workflow (Invoice) Instructions DoDAAC: F9Y0CC CountryCode: USA 195WG HQ 195 WG CC AF BPN NO MILBILLS PROCESSES, 17840 13TH ST BLDG 2180 BEALE AFB, CA 95903-1517 UNITED STATES KYLE R. IMHOFF, Maj, CA ANG
0012	Inspection and Acceptance Location Both Destination Instructions: See Inspection, Acceptance, and Wide Area Workflow (Invoice) Instructions DoDAAC: F9Y0CC CountryCode: USA

	195WG HQ 195 WG CC AF BPN NO MILBILLS PROCESSES, 17840 13TH ST BLDG 2180 BEALE AFB, CA 95903-1517 UNITED STATES KYLE R. IMHOFF, Maj, CA ANG

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Not Applicable

(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 (Services)

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

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

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

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

(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	F87700
Issue By DoDAAC	W50S6U
Admin DoDAAC	W50S6U
Service Approver (DoDAAC)	F9Y0CC
Service Acceptor (DoDAAC)	F9Y0CC

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

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

(g) *WAWF point of contact.*

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

195WG.FAL.MSC.Contracting.Org@us.af.mil

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

(End of clause)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.219-27	Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02		

52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038)	2026-02
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02

52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	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		

252.225-7056	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
252.232-7010	Levies on Contract Payments.	2006-12
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01
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
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Tailored)	2026-02		

Terms and Conditions-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming

services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S. C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes, such as changes in the paying office, appropriations data, etc., which may be changed unilaterally by the Government.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S. C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S. C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.219-14	Limitations on Subcontracting (DEVIATION 2021-O0008)	2026-02	Deviation 2021-O0008	2023-02

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[X] By the end of the base term of the contract and then by the end of each subsequent option period; or

[ ] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. 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-5003-8	$29.99

(End of clause)

52.252-2 Clauses Incorporated by Reference. 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/far-overhaul/far-part-deviation-guide

https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of clause)

52.252-6 Authorized Deviations in Clauses. 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 Defense Acquisition Regulations System, Department of Defense (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)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.223-7001	Hazard Warning Labels.	1991-12		

HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None")	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Drawing_C1 . 01_Site_M owing-Mulc hing_Plan_ v2	Drawings		28 Apr 2026		1	Attachment	No
0002	Service_Co ntract_Lab or_Standar ds_Wage_De terminatio n_2015-561 3	Wage Determination		13 May 2026		7	Attachment	No
0003	Vendor_Vet ting_Form_ Site_Acces s	Vendor_Vetting_F orm		01 Jul 2026		1	Attachment	No
0004	Quoted_Pri ce_Submiss ion_Form	Quoted_Price_Sub mission_Form		17 Jul 2026			Attachment	No
0005	Past_Perfo rmance_Ref erence_Fil lable_Form	Past_Performance _Reference_Fillabl e_Form		17 Jul 2026			Attachment	No
0006	Solicitati on_Questio n (s)_and_A nswer(s)	Solicitation_Questi on(s)_and_Answer (s)		02 Aug 2026		1	Attachment	No

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (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		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

DFARS Provisions Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management **-** Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award

Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (g) applies.

[ ] (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

[ ] (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

[ ] (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

[ ] (iii) 252.225-7020, Trade Agreements Certificate.

[ ] Use with Alternate I.

[ ] (iv) 252.225-7031, Secondary Arab Boycott of Israel.

[ ] (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[ ] (vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov* After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

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

FAR Provisions Incorporated by Reference

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

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation	2026-02		

2026-O0038) (Tailored)

Instructions to Offerors-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) *Submission of quotations*. Submit signed and dated quotations to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, quotations shall include-

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Vendor completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of quotations*. The Vendor agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of quotations, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of quotations*.

(1) Vendors are responsible for submitting quotations and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any quotation, modification, or revision received after the time specified for receipt of quotations is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late quotation would not unduly delay the acquisition. However, a late modification of an otherwise successful quotation that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of quotation by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time

specified for receipt of quotations will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Vendors may withdraw their quotations by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate quotations and award a contract without discussions with Offerors. Therefore, the Vendor's initial quotation should contain the Vendor's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all quotations if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in quotations received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Vendors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Vendor's quotation.

(2) The overall evaluated cost or price and technical rating of the successful Vendor and the debriefed Vendor and past performance information on the debriefed Vendor.

(3) The overall ranking of all Vendors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Vendor.

(6) Reasonable responses to relevant questions posed by the debriefed Vendor as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	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/far-overhaul/far-part-deviation-guide

https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of provision)

52.252-5	Authorized Deviations in Provisions.	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 Defense Acquisition Regulations System, Department of Defense (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)

Section M - Evaluation Factors for Award

Evaluation and Basis for Award

1. Basis for Award

1.1 The Government intends to issue a firm-fixed-price purchase order to the responsible vendor whose quotation complies with the material requirements of this Request for Quotations and represents the best value to the Government.

1.2 The Government will evaluate quotations using the following factors:

Factor 1 -- Price

Factor 2 -- Past Performance

Price and past performance are approximately equal in importance.

1.3 The Government will not conduct a separate technical evaluation. Quotations will be reviewed to determine whether they comply with the material requirements of the RFQ and Performance Work Statement. A quotation that takes exception to a material requirement may be ineligible for award.

1.4 Compliance with the material requirements of the RFQ and the Government's responsibility determination are award-eligibility determinations, not separate comparative evaluation factors. The Government may waive minor informalities or immaterial defects.

2. Comparative Evaluation

2.1 The Government will conduct a comparative evaluation of quotations eligible for award. Quotations will be compared directly with one another under each evaluation factor and overall to determine which quotation is comparatively most advantageous and represents the best value to the Government.

2.2 The Government will identify and consider meaningful comparative differences, benefits, and performance risks. An aspect of a quotation that merely satisfies an RFQ requirement will not, by itself, be considered a comparative advantage.

2.3 The Government will not assign adjectival ratings, color ratings, numerical scores, or point scores. The Government will not determine comparative advantage merely by counting favorable or unfavorable observations. The significance and expected effect of each observation on successful performance will be more important than the number identified. The Government will consider the significance, expected benefit, and performance implications of each comparative difference.

2.4 The Government may compare all quotations at the same time or compare them successively. Any preliminary best-value determination may be reconsidered, and no selection will be final until the Government has evaluated all quotations eligible for award.

2.5 The sequence in which quotations are reviewed or compared is administrative and does not establish an evaluation preference. The final award decision will consider the entire evaluation record and all quotations eligible for award.

2.6 The Government may issue the purchase order based on the initial quotations without requesting clarifications or revisions. The Government may communicate with vendors or request revised quotations when the Contracting Officer determines that doing so is appropriate. Any exchanges will be conducted consistent with the simplified procedures applicable to this acquisition and the requirement to treat vendors fairly.

3. Price

3.1 The Government will evaluate each vendor's total quoted price for the complete requirement, including all labor, supervision, materials, supplies, equipment, transportation, disposal, and other costs necessary to perform the Performance Work Statement.

3.2 The Government will compare total quoted prices and evaluate each quotation for price completeness, mathematical accuracy, and reasonableness. The Government must determine the prospective awardee's price to be fair and reasonable before award.

3.3 The Government may award all or some of the items under "Section B - Supplies or Services & Prices or Costs"

4. Past Performance

4.1 The Government will qualitatively compare the recency, relevance, and quality of available past-performance information to determine whether one vendor's performance record provides greater, lesser, or similar confidence in successful performance of the requirement.

Recency, relevance, and quality are considerations within the Past Performance factor. They are not separately weighted subfactors, and no single consideration or past-performance example is necessarily controlling.

4.2 Recency. Past performance is recent when the effort was ongoing or completed during the three years preceding the quotation due date. The Government may give greater consideration to more recent performance when it is more predictive of successful performance.

4.3 Relevance. The Government will determine relevance based on the similarity of the prior effort to the work required by the Performance Work Statement. Relevant efforts may include landscaping, grounds maintenance, vegetation management, tree or stump removal, debris removal, site restoration, or similar exterior grounds work.

In determining relevance, the Government may consider similarities in scope, magnitude, complexity, duration, frequency of service, schedule, site conditions, and other characteristics that affect whether the prior effort is predictive of successful performance.

4.4 Quality. The Government may consider the quality and effectiveness of the vendor's prior performance, including:

- Quality of work;
- Timeliness and schedule performance;
- Safety;
- Cleanup and site restoration;
- Responsiveness and customer service;
- Compliance with contract requirements; and
- The amount of Government oversight or corrective action required.

4.5 Vendors may submit no more than three recent and relevant past performance references. The Government may consider each effort individually and the vendor's performance record collectively.

4.6 The Government may consider past performance information from any reasonably available source, including information submitted by the vendor, CPARS, customer references, SPRS supplier risk assessments, the Government's prior experience with the vendor, and other Government or commercial sources. The Government may contact some, all, or none of the references provided.

4.7 Past performance information will not necessarily receive equal consideration. The Government may give greater consideration to information that is more recent, relevant, or otherwise predictive of successful performance of this requirement.

4.8 A vendor for which no recent or relevant past performance information is available will not be evaluated favorably or unfavorably solely because of the absence of such information. However, a favorable record of recent and relevant past performance may be considered more advantageous than the absence of a performance record when the Government reasonably determines that the favorable record provides greater confidence in successful performance.

5. Best Value Decision

5.1 The Government will consider the comparative past performance benefits and risks together with the differences in total quoted prices. The best value determination will be based on the Contracting Officer's reasonable business judgment and will not be determined through a mathematical formula or mechanical counting of favorable observations.

5.2 The Government may select a higher-priced quotation when it reasonably determines that the comparative past performance benefit or reduction in performance risk merits the price premium. The Government is not required to assign a dollar value to a past performance benefit.

5.3 Conversely, the Government may select a lower-priced quotation when the comparative past performance differences do not justify paying the higher price. When quotations are comparatively similar under Past Performance, the lower-priced quotation will represent the better value.

*** END OF NARRATIVE ***