

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81EWF41583051		PAGE 1 OF 29	
2. CONTRACT NO. W912HZ25C0003		3. AWARD/EFFECTIVE DATE 16-Jan-2025		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY ERDC CONTRACTING OFFICE 3909 HALLS FERRY ROAD VICKSBURG MS 39180-6199 TEL: FAX:		CODE W912HZ		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HUBZONE SMALL BUSINESS ☐ ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ SERVICE-DISABLED ☐ EDWOSB ☐ VETERAN-OWNED ☐ 8(A) SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
15. DELIVER TO PR W2R2 USA ENGR R AND D CTR JANET SCALLIONS 3909 HALLS FERRY RD VICKSBURG MS 39180-6133		CODE W81EWF		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR STOCKTON PORT DISTRICT 2201 W WASHINGTON ST STOCKTON CA 95203-2942 TELEPHONE NO.		CODE 3G615		FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARMY CORPS OF ENGINEERS CIVIL WORKS (U4) BUILDING 787 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	
☐ 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 NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$476,700.00	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 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 1 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. REF:				☐ 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR Kirk DeJesus Digitally signed by Kirk DeJesus Date: 2025.02.10 13:19:43 -08'00'				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Anitra D Wilson</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Kirk DeJesus, Port Director		30c. DATE SIGNED 2/10/2025		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITRA D WILSON / CONTRACTING OFFICER TEL: 601-634-3676 EMAIL: anitra.d.wilson@usace.army.mil		31c. DATE SIGNED 16-Jan-2025	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 29	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER ☐ PARTIAL ☐ FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CSO-HAB-2024-0010- Year 1 FFP Services inclusive of all labor, supervision, materials, supplies, equipment, facilities, and travel to provide services in accordance with the CSO Proposal entitled, "From micro to macro: Using molecular tools to detect benthic cyanobacteria seed stocks for targeted mitigation via dredging in the Sacramento-San Joaquin Delta" the Performance Work Statement in Section C. FOB: Destination MILSTRIP: W81EWF41583051 PSC CD: AH12	1	Job	\$476,700.00	\$476,700.00
NET AMT					\$476,700.00
000101	Funding for CLIN 0001 FFP MILSTRIP: W81EWF41583051 PURCHASE REQUEST NUMBER: W81EWF41583051				\$0.00
NET AMT					\$0.00
ACRN AA CIN: W81EWF415830510001					\$166,845.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Funding for CLIN 0001 FFP MILSTRIP: W81EWF41583051 PURCHASE REQUEST NUMBER: W81EWF41583051				\$0.00
NET AMT					\$0.00
ACRN AA					\$19,068.00
CIN: W81EWF415830510002					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	Funding for CLIN 0001 FFP MILSTRIP: W81EWF41583051 PURCHASE REQUEST NUMBER: W81EWF41583051				\$0.00
NET AMT					\$0.00
ACRN AA					\$166,845.00
CIN: W81EWF415830510003					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	Funding for CLIN 0001 FFP MILSTRIP: W81EWF41583051 PURCHASE REQUEST NUMBER: W81EWF41583051				\$0.00
NET AMT					\$0.00
ACRN AA					\$52,437.00
CIN: W81EWF415830510004					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	Funding for CLIN 0001 FFP MILSTRIP: W81EWF41583051 PURCHASE REQUEST NUMBER: W81EWF41583051				\$0.00
NET AMT					\$0.00
ACRN AA					\$71,505.00
CIN: W81EWF415830510005					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Job	\$165,500.00	\$165,500.00
OPTION	CSO-HAB-2024-0010- Year 2 FFP Services inclusive of all labor, supervision, materials, supplies, equipment, facilities, and travel to provide services in accordance with the CSO Proposal entitled, "From micro to macro: Using molecular tools to detect benthic cyanobacteria seed stocks for targeted mitigation via dredging in the Sacramento-San Joaquin Delta" the Performance Work Statement in Section C. FOB: Destination MILSTRIP: W81EWF41583051 PSC CD: AH12				
NET AMT					\$165,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Job	\$1,985,500.00	\$1,985,500.00
OPTION	CSO-HAB-2024-0010- Year 3 FFP Services inclusive of all labor, supervision, materials, supplies, equipment, facilities, and travel to provide services in accordance with the CSO Proposal entitled, "From micro to macro: Using molecular tools to detect benthic cyanobacteria seed stocks for targeted mitigation via dredging in the Sacramento-San Joaquin Delta" the Performance Work Statement in Section C. FOB: Destination MILSTRIP: W81EWF41583051 PSC CD: AH12				
NET AMT					\$1,985,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Job	\$29,500.00	\$29,500.00
OPTION	CSO-HAB-2024-0010- Year 4 FFP Services inclusive of all labor, supervision, materials, supplies, equipment, facilities, and travel to provide services in accordance with the CSO Proposal entitled, "From micro to macro: Using molecular tools to detect benthic cyanobacteria seed stocks for targeted mitigation via dredging in the Sacramento-San Joaquin Delta" the Performance Work Statement in Section C. FOB: Destination MILSTRIP: W81EWF41583051 PSC CD: AH12				

NET AMT	\$29,500.00
---------	-------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Job	\$37,000.00	\$37,000.00
OPTION	CSO-HAB-2024-0010- Year 5 FFP Services inclusive of all labor, supervision, materials, supplies, equipment, facilities, and travel to provide services in accordance with the CSO Proposal entitled, "From micro to macro: Using molecular tools to detect benthic cyanobacteria seed stocks for targeted mitigation via dredging in the Sacramento-San Joaquin Delta" the Performance Work Statement in Section C. FOB: Destination MILSTRIP: W81EWF41583051 PSC CD: AH12				

NET AMT	\$37,000.00
---------	-------------

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**Performance Work Statement (PWS)****CSO-HAB-2024-0010****From micro to macro: Using molecular tools to detect benthic cyanobacteria seed stocks for targeted mitigation via dredging in the Sacramento-San Joaquin Delta****Part 1****General Information**

1. General: This is a non-personal service(s) contract under which the personnel rendering the service(s) are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

1.1 Description of Services/Introduction: This is a non-personal service(s) contract to evaluate dredging as a means to reduce the cyanobacteria sediment seedstock present in the Stockton Waterfront area, which is near the Stockton Ship Channel water resource development project. In-depth characterization of the sediment before/after dredging will provide quantitative performance and cost information for dredging and its potential use as cyanoHAB prevention strategy. A detailed study of this nature has not been previously performed and will provide information that directly benefits the Stockton Ship Channel. Results will also serve as a useful technical reference to other managers considering use of dredging as a means to prevent or lessen the intensity of HABs in other systems. This work meets intent of the WRDA 2020 Sec 128-authorized HAB Technology Demonstration Program in that it will provide technology cost and performance data to support use a scalable HAB management technology to benefit water resource development projects.

1.2 Background: The U. S. Army Corps of Engineers (USACE) is responsible for investigating, developing and maintaining the nation's water and related environmental resources; constructing and operating projects for navigation, flood control, major drainage, shore and beach restoration and protection, related hydro power development, water supply, water quality control, fish and wildlife conservation and enhancement, and outdoor recreation. USACE responds to emergency relief activities as directed by other federal agencies and enforces laws for the protection and preservation of navigable waters for emergency flood control and shore protection.

The Engineer Research and Development Centers (ERDC) Environmental Laboratory is the problem solver for the Corps and the Nation in environmental science and engineering research and development for environmental systems. The staff advances the environmental missions of the U.S. Army, the Department of Defense, and the Nation through research, development, special studies, and technology transfer. Environmental Laboratory research includes a network of expertise and facilities from other ERDC and Corps laboratories, other government agencies, academia, and the private sector. The mission of the Environmental Laboratory spans both military and civil needs and objectives. The ERDC Environmental Laboratory background, missions and site information is located at <http://el.erdcl.usace.army.mil/index.cfm>

1.3 Scope: To sustain ERDC's R&D mission, this Performance Work Statement outlines tasks and related deliverables to reduce the cyanobacteria sediment seedstock present in the Stockton Waterfront area, which is near the Stockton Ship Channel water resource development project. In-depth characterization of the sediment before/after dredging will provide quantitative performance and cost information for dredging and its potential use as cyanoHAB prevention strategy. A detailed study of this nature has not been previously performed and will provide information that directly benefits the Stockton Ship Channel. Results will also serve as a useful technical reference to other managers considering use of dredging as a means to prevent or lessen the intensity of HABs in other systems. This work meets intent of the WRDA 2020 Sec 128-authorized HAB Technology Demonstration Program in that it will provide technology cost and performance data to support use a scalable HAB management technology to benefit water resource development projects. All deliverables will be provided to the EL as defined in this Performance Work Statement.

1.4 General Information:

1.4.1 Quality Control Plan (QCP): The Contractor shall develop and maintain a QCP to ensure services are performed in accordance with (IAW) 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 that the work provided complies with the requirements of the contract.

(a) How the Contractor will monitor work to ensure performance complies with all deliverables (etc. timelines, deadlines, and goals);

1.4.2 Quality Assurance: 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 must 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 the acceptable quality levels (performance thresholds).

1.4.3 Place of Performance: The work to be performed under this contract will be performed off site at Port of Stockton's facilities.

1.5 Security Requirements: The following information is provided on security related matters.

1.5.1 General security requirements and guidance

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

1.5.2 Pre-screen candidates using E-Verify Program

Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

1.5.3 Installation Access: Access to U.S. installations, buildings and controlled areas is limited to personnel who meet security criteria and are authorized. Failure to submit required information/data and obtain required documentation or clearances will be grounds for denying access to U.S. installations, buildings and controlled areas. The Contractor shall ensure that any subcontractors used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any subcontractor utilized by the Contractor, are made aware of and comply with these requirements.

The Contractor shall be aware of and comply with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control System (IACS) processing requirements.

The Contractor shall return installation passes to the issuing IACS office when the contract is completed or when a Contractor employee no longer requires access.

1.5.4 Physical Security: The Contractor shall safeguard all Government equipment, information, and property provided for Contractor use.

1.6 Post Award Conference/Periodic Progress Meetings: The Contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Contracting Officer, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting Officer 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. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.1 The Contractor shall attend, participate in, and furnish input to scheduled and unscheduled meetings, conferences, and briefings that relate to the functions and services herein as required by the Government to provide effective communication and impart necessary information. The Contract Manager or designated representative shall attend meetings as requested by the Government. Meeting attendees shall at times include Contractor managerial, supervisory, and other personnel knowledgeable of the subject matter. Meetings may start or end outside of regular duty hours.

1.7 Contracting Officer's Representative (COR): As determined by the Contracting Officer, a COR will be appointed and identified by letter of designation, a copy of which will be provided to the Contractor by the Contracting Officer. The designation letter states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is not authorized to obligate the Government. If the work is not written in the contract, the COR is not authorized to request new work. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance, maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, including Government drawings, designs, specifications, monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies, coordinate availability of Government property, and coordinate site entry of Contractor personnel.

1.8 Identification of Contractor Employees: All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties must identify themselves, to include proper marking of signature blocks in correspondence, to avoid creating an impression in the minds of members of the public that they are Government officials. The Contractor shall ensure that all documents or reports, produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.9 Protection of Government and Contract Information: Per Public Use Notice of Limitations stated by Defense imagery Management operations Center and contained at www.dimoc.mil/resources/limitations/, the Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any hard copy or digital marketing tools to include its company website.

1.10 Contractor Travel: The Contractor may be authorized travel expenses at rates no higher than the substantive provisions of the Joint Travel Regulation (JTR), IAW FAR Part 31.205-46, and the limitation of funds specified in this contract.

1.11 Non-Disclosure Requirements: Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. The Contractor and Contractor personnel, shall not divulge or release data or information developed, or obtained under performance of this PWS, except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as specified in this PWS. All documentation showing individual names or other personal information shall be controlled and protected under the provisions of the Privacy Act of 1974, Public Law 93-579, 5 United States Code (U.S.C.) Section 552a.

1.12 Protection of Government and Contract Information: Per Public Use Notice of Limitations stated by Defense imagery Management operations Center and contained at www.dimoc.mil/resources/limitations/, the Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any hard copy or digital marketing tools to include its company website.

1.13 Organizational Conflict of Interest (OCI): Contractor and subcontractor personnel performing work 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 OCI as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer 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 Contracting Officer to avoid or mitigate any such OCI. The Contractor's OCI Mitigation Plan will be determined to be acceptable solely at the discretion of the Contracting Officer. In the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect 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.

1.14 Safety: The following provides information pertaining to Safety and Accident Prevention:

1.15 Safety Laws and Regulations: The Contractor shall comply with FAR 52.236-13, Accident Prevention (November 1991), the references contained therein (e.g. U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)).

1.16 Notice to Proceed: The notice to proceed will be provided as indicated below.

- ☒ *The effective date of contract will constitute the date of notice to proceed*
- ☐ *A notice to proceed letter will be issued*
- ☐ *The date of the letter transmitting the contract will constitute the date of the notice to proceed*

PART 2 CONTRACTOR FURNISHED ITEMS AND SERVICES

2. Contractor Furnished Property and Services

2.1 General: The Contractor shall furnish the specified labor, equipment, instrumentation, and expertise necessary for the effort.

2.2 Contractor Qualifications: The contractor shall employ and utilize qualified personnel with appropriate combinations of education, training, and experience. This work shall be executed by a vendor with expertise in dredging to remove sediment containing harmful cyanobacteria.

PART 3 CSO

3.1 Basic Services: The Contractor shall evaluate dredging as a means to reduce the cyanobacteria sediment seedstock present in the Stockton Waterfront area, which is near the Stockton Ship Channel water resource development project. In-depth characterization of the sediment before/after dredging will provide quantitative performance and cost information for dredging and its potential use as cyanoHAB prevention strategy. A detailed study of this nature has not been previously performed and will provide information that directly benefits the Stockton Ship Channel. Results will also serve as a useful technical reference to other managers considering use of dredging as a means to prevent or lessen the intensity of HABs in other systems. This work meets intent of the WRDA 2020 Sec 128-authorized HAB Technology Demonstration Program in that it will provide technology cost and performance data to support use of a scalable HAB management technology to benefit water resource development projects.

3.2 Tasks: A total of 7 tasks are required to meet the objective: quantify technology cost and performance for dredging as a means to reduce frequency and severity of harmful cyanobacteria blooms as a HAB prevention/management strategy for Stockton Waterfront area and other water resource development projects.

3.2.1 Task 1 - Project management; Develop and obtain USACE approval of work plan (includes environmental compliance documentation/permits)

As a first task to begin initially following notice to proceed, Port of Stockton shall develop draft work plan describing all demonstration activities for the 60-month project. Includes sample and analysis plan as well as copies of environmental compliance documentation. Final workplan must be approved by USACE prior to initiating sampling and analysis work. Final workplan shall include copies of final environmental compliance documentation, including any permits. Port of Stockton shall also prepare draft and final factsheets for the project.

Schedule: Draft work plan and factsheet documents submitted 30 days following award.

Deliverables: Final approved work plan and factsheet documents.

3.2.2 Task 2 – Site characterization.

Port of Stockton shall complete monitoring actions using sampling and analysis methods described in the final approved work plan (Task 1).

Schedule: As required.

Deliverables: Annual progress report.

3.2.3 Task 3 – Pre-permitting activities.

Port of Stockton shall complete bathymetric conditions survey, prepare dredge design and acquire dredge support, and prepare all environmental compliance materials per USACE-approved final work plan (Task 1).

Schedule: As required.

Deliverables: Annual progress report.

3.2.4 Task 4 – Obtain permits.

Port of Stockton shall complete all environmental compliance activities per USACE-approved final work plan (Task 1) and furnish all required documentation and permits prior to initiating in-water dredging work.

Schedule: As required.

Deliverables: Annual progress report.

3.2.5 Task 5 – Dredging and disposal.

Port of Stockton shall complete the dredging and disposal activities as described in the USACE-approved final work plan (Task 1) and as reflected in the dredging design and scope of work documents (Task 3).

Schedule: As required.

Deliverables: Annual progress report.

3.2.6 Task 6 – Post-dredging monitoring.

Port of Stockton shall complete post-dredging monitoring actions using sampling and analysis methods described in the final approved work plan (Task 1).

Schedule: As required.

Deliverables: Final demonstration technology performance and cost report and final project factsheet.

3.2.7 Task 7 – Final Reporting.

Port of Stockton shall complete the technology demonstration (Tasks 1-6) following procedures and sampling and analysis methods described in the USACE-approved final work plan (Task 1) with any USACE-approved adaptive management strategies and shall document results in the final demonstration technology performance and cost report. This includes all characterization results and demonstration performance monitoring results (all tasks); a complementary electronic data publication of all data featured in report figure/tables and supporting information; as well as end-user guidance information to help water managers determine if and how to implement dredging as part of a HAB prevention and management strategy.

Schedule: As required.

Deliverables: Final demonstration technology performance and cost report and final project factsheet.

PART 4 ATTACHMENT AND TECHNICAL EXHIBIT LISTING

4. Attachment and Technical Exhibit List

4.1 Technical Exhibit A – Performance Requirements Summary

TECHNICAL EXHIBIT A

Performance Requirements Summary (PRS)

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD ACCEPTABLE QUALITY LEVELS (AQLs)	METHOD OF SURVEILLANCE
<u>Task 1</u> Develop and obtain USACE approval of work plan (includes environmental compliance documentation/permits) <u>Deliverables</u> Draft and final workPlan and project factsheet	Accurate reporting of data and results. Actions completed within specified deadlines.	Deliverables shall be accurate and thorough. Draft work plan and factsheet submitted within 30 days of award; Final work plan and factsheet submitted within 30 days of receiving USACE comments on draft work plan. Customer satisfaction 95% of the time.	PM and COR will inspect Deliverables
<u>Task 2</u> Site characterization <u>Deliverables</u> Annual progress report	Accurate reporting of data and results. Actions completed within specified deadlines.	Deliverables shall be accurate and thorough. Annual progress reports submitted within 30 days of 12-month post award date. Customer satisfaction 95% of the time.	PM and COR will inspect Deliverables
<u>Task 3</u> Pre-permitting activities <u>Deliverables</u> Annual progress report	Accurate reporting of data and results. Actions completed within specified deadlines.	Deliverables shall be accurate and thorough. Annual progress reports submitted within 30 days of 12-month post award date. Customer satisfaction 95% of the time.	PM and COR will inspect Deliverables
<u>Task 4</u> Obtain permits <u>Deliverables</u> Annual progress report	Accurate reporting of data and results. Actions completed within specified deadlines.	Deliverables shall be accurate and thorough. Annual progress reports submitted within 30 days of 12-month post award date. Customer satisfaction 95% of the time.	PM and COR will inspect Deliverables

<u>Task 5</u> Dredging and disposal <u>Deliverables</u> Annual progress report	Accurate reporting of data and results. Actions completed within specified deadlines.	Deliverables shall be accurate and thorough. Annual progress reports submitted within 30 days of 12-month post award date. Customer satisfaction 95% of the time.	PM and COR will inspect Deliverables
<u>Task 6</u> Post-dredging monitoring <u>Deliverables</u> Annual progress report	Accurate reporting of data and results. Actions completed within specified deadlines.	Deliverables shall be accurate and thorough. Annual progress reports submitted within 30 days of 12-month post award date. Customer satisfaction 95% of the time.	PM and COR will inspect Deliverables
<u>Task 7</u> Final reporting <u>Deliverables</u> Final demonstration technology performance and cost report and final project factsheet	Accurate reporting of data and results. Actions completed within specified deadlines.	Deliverables shall be accurate and thorough. Final factsheet and final technology cost and technology performance report includes all experimental data, analysis and results; data publication; guidance for end users of technology. Customer satisfaction 95% of the time.	PM and COR will inspect Deliverables

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	Destination	Government
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
000105	N/A	N/A	N/A	N/A
1001	N/A	N/A	Destination	Government
2001	N/A	N/A	Destination	Government
3001	N/A	N/A	Destination	Government
4001	N/A	N/A	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 16-JAN-2025 TO 15-JAN-2026	N/A	PR W2R2 USA ENGR R AND D CTR JANET SCALLIONS 3909 HALLS FERRY RD VICKSBURG MS 39180-6133 601-634-4058 FOB: Destination	W81EWF
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
000105	N/A	N/A	N/A	N/A
1001	POP 16-JAN-2026 TO 15-JAN-2027	N/A	PR W2R2 USA ENGR R AND D CTR JANET SCALLIONS 3909 HALLS FERRY RD VICKSBURG MS 39180-6133 601-634-4058 FOB: Destination	W81EWF
2001	POP 16-JAN-2027 TO 15-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
3001	POP 16-JAN-2028 TO 15-JAN-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
4001	POP 16-JAN-2029 TO 15-JAN-2030	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF

CLAUSES INCORPORATED BY REFERENCE

52.242-17 Government Delay Of Work
52.247-34 F.O.B. Destination

APR 1984
JAN 1991

Section G - Contract Administration Data

Only a warranted Contracting Officer acting within his or her appointed limits has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed with the change and shall immediately notify the Contracting Officer. Proceeding with any work not authorized by the Contracting Officer will be at the Contractor's own risk.

CONTRACTING POC:

Anitra Wilson
Phone: 601-634-3676
Email: Anitra.D.Wilson@usace.army.mil

Christy Love
Phone: 601-634-6755
Email: Christy.J.Love@usace.army.mil

CONTRACTING OFFICER REPRESENTATIVE:

Janet Scallions
Phone: 601-634-4058
Email: Janet.B.Scallions@usace.army.mil

VENDOR POC:

Daniel Orozco
Phone: 209-946-0246
Email: dorozco@stocktonport.com

DELIVERY ADDRESS:

ENGINEERING RESEARCH AND DEVELOPMENT CENTER (ERDC)
ATTN: Janet Scallions, EL
3909 HALLS FERRY ROAD
VICKSBURG, MS 39180

METHOD OF PAYMENT: At the Contractor's Option, they may, (a) upon completion of the work, submit one invoice for payment of the entire amount due under the contract in one lump sum, or (b) submit estimates of the amount and value of the work and services performed under the contract at any time during the period of performance, but not more frequently than once a month or for amounts less than \$1000 (unless a final invoice). Procedures for submitting partial invoices under (b) above are as follows:

Upon approval of such estimate by the Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR), partial payment upon properly certified vouchers will be made to the Contractor as soon as practicable of the amount determined to be due, less all previous payments.

Upon completion by the Contractor of the work to be performed under the contract, acceptance of such work by the Government, and receipt of DD Form 882 (reference Section I, Clause 252.227-7039), the Contractor will be paid the balance of any money due for work performed.

INVOICE INSTRUCTIONS:

(1) A PROPER INVOICE MUST BE IN ACCORDANCE WITH FAR 32.905 (b)(1), OR INVOICE INSTRUCTIONS CONTAINED ELSEWHERE IN THIS DOCUMENT (such as 52.212-4(g))

(2) SUBMIT INVOICE TO: CEFC.CEFC-payments@usace.army.mil
TO AVOID DELAY IN PAYMENT A COPY MUST ALSO BE SENT TO THE POC AT:
Janet.B.Scallions@usace.army.mil

(3) IF MORE THAN ONE INVOICE IS REQUIRED, THE CONTRACTOR'S FINAL INVOICE SHALL BE SUBMITTED WITHIN 45 DAYS AFTER THE FINAL PERIOD OF PERFORMANCE DATE SPECIFIED IN THE CONTRACT. THE INVOICE MUST BE CLEARLY MARKED "FINAL" AND SUBMITTED AS OUTLINED ABOVE. IN ADDITION A COPY MUST BE SENT TO:

Christy.J.Love@usace.army.mil

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082460 2510C7HBH2008284 NA 96223
AMOUNT: \$476,700.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	W81EWF415830510001	\$166,845.00
	000102	W81EWF415830510002	\$19,068.00
	000103	W81EWF415830510003	\$166,845.00
	000104	W81EWF415830510004	\$52,437.00
	000105	W81EWF415830510005	\$71,505.00

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2023
52.219-28	Post-Award Small Business Program Rerepresentation	FEB 2024
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.226-7	Drug-Free Workplace	MAY 2024
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-13	Accident Prevention	NOV 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012 (Dev)	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013 REVISION 1)	MAY 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	JUN 2023
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American and Balance of Payments Program	FEB 2024
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013

252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	MAY 2024
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JUN 2023
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-00015)	MAY 2020
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7013	Rights in Technical Data--Other Than Commercial Products and Commercial Services	MAR 2023
252.227-7015	Technical Data--Commercial Products and Commercial Services	MAR 2023
252.227-7016	Rights in Bid or Proposal Information	JAN 2023
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (6) [Reserved]

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

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

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

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

___ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

___ (ii) Alternate I (DEC 2023) of 52.204-30.

XX (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

____ (14) [Reserved]

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

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

____ (17) [Reserved]

____ (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

____ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-7.

XX (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

XX (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (NOV 2016) of 52.219-9.

____ (iii) Alternate II (NOV 2016) of 52.219-9.

____ (iv) Alternate III (JUN 2020) of 52.219-9.

____ (v) Alternate IV (SEP 2023) of 52.219-9.

____ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

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

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

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

XX (26) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

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

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

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

____ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

XX (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

XX (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126).

XX (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

XX (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

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

____ (ii) Alternate I (JUL 2014) of 52.222-35.

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

____ (ii) Alternate I (JUL 2014) of 52.222-36.

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

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

XX (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

XX (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

XX (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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

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

____ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

____ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022)) (41

U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (FEB 2024) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

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

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

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

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

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

XX (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

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

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

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

XX (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (31 U.S.C. 3332).

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

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

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

XX (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

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

XX (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

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

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

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

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

XX (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

XX (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

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

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

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

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

(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

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

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

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

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

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.252-2 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/content/regulations>

(End of clause)

52.252-6 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 Federal Acquisition Regulation (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)

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (DEC 2019)

The Contractor shall--

(a) Submit an electronic copy of the approved final scientific or technical report, not a summary, delivered under this contract to the Defense Technical Information Center (DTIC) through the web-based input system at <https://discover.dtic.mil/submit-documents/> as required by DoD Instruction 3200.12, DoD Scientific and Technical Information Program (STIP). Include a completed Standard Form (SF) 298, Report Documentation Page, in the document, or complete the web-based SF 298.

(b) For instructions on submitting multi-media reports, follow the instructions <https://discover.dtic.mil/submit-documents/>.

(c) Email classified reports (up to Secret) to dtic.belvoir.da.mbx.tr@mail.smil.mil. If a SIPRNET email capability is not available, follow the classified submission instructions at <https://discover.dtic.mil/submit-documents/>.

(End of clause)