



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	Period of Performance: 06/01/2023 to 10/01/2023  Sierra Front Range Weeds Treatments (within 25ft buffer along roads/trails) Spring 106 ACRES AND 18 MILES				
1001	Period of Performance: 06/01/2023 to 10/01/2023  Fall Weeds Treatments if applicable OPTIONAL WORK TO BE DETERMINED (PRICE PER ACRE IF USED BY GOVERNMENT)  Period of Performance: 06/01/2023 to 10/01/2023				

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	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS



## SECTION B – CONTINUATION OF SF-1449

### Schedule of Items/Price Schedule

#### Schedule of Items

Project Description: \_\_\_\_\_

Vendor Name: \_\_\_\_\_ Vendor UEI: \_\_\_\_\_

<i><b>Item</b></i>	<i><b>Supplies/Services</b></i>	<i><b>Qty</b></i>	<i><b>Unit of Issue</b></i>	<i><b>Unit Price</b></i>	<i><b>Total Price</b></i>
0001	Peavine and Sierra Front Weeds Treatments (known infestations) Spring	64	Acres		
0002	Sierra Front Range Weeds Treatments (within 25ft buffer along roads/trails) Spring	106ac (18mi)	Acres (or miles)		
0003	Fall Weeds Treatments if applicable to complete the above 170 acres	TBD	Acres	Price above	Price above

#### Schedule Notes:

- One award will be made from this solicitation, contractors must submit pricing for all items.
- CLIN 0002 can be quoted as acres or miles as this is a right-of-way type of treatment. The roads/trails treatment includes the 25-foot buffer. Acreage was calculated within the buffered 18 miles of roads/trails to get a total of 106 acres. Total project is 170 acres.
- Depending on how many acres are treated in the spring, the contractor will treat the remaining acres in the fall for a total of 170 acres of treatment area, this is represented on CLIN 0003.



**PERFORMANCE WORK STATEMENT**  
**for completing *Aegilops Triuncialis* and *Aegilops cylindrica* Treatment**  
***Washoe County, Nevada***  
**Humboldt-Toiyabe National Forest (HTNF)**  
**Carson Ranger District**

**OBJECTIVES:**

Annual grass species barbed and jointed goatgrass, both occur at Peavine Mountain and the Sierra front range, and are a listed Category A noxious weed species in the State of Nevada. The contractor will provide for the application of a ground-based herbicide spraying treatment targeting both goatgrass species. The following criteria will be part of any contracted services taking place within the Carson Ranger District in Washoe County, Nevada.

**LOCATION AND DESCRIPTION:**

- 1.1 The project is in Washoe County, Nevada. See attached location Maps 1 and 2 in the Appendices for known goatgrass infestations within the project area. This SOW is only for the locations within National Forest System lands.
- 1.2 Acreages of known infestations have been computed on a horizontal plane utilizing ArcMap software; plant densities may vary across the mapped polygon and oftentimes are scattered. To prevent herbicide waste, reconnaissance of the infestation is recommended prior to planning treatments and/or mixing herbicides.

**PERIOD OF PERFORMANCE:**

- 2.1 **Contract Time:** Work could start as early as May/June for spring grass post-emergent treatment then resume in the fall/early winter (annual grass pre-emergent treatment window). Work will be timed according to target species phenology and weather conditions.
- 2.2 Work periods may be adjusted if weather conditions, or plant phenology require a change.

**SCOPE OF WORK:**

- 3.1 Project shapefiles may be provided at the contractor's request.
- 3.2 The Purpose of this contract is to provide a scope of work for weed surveys and ground-based herbicide spraying within NFS lands in Washoe County, Nevada. This work will consist of noxious and invasive weed management and treatment through the use of chemical control on the Carson Ranger District within known weeds infestations and along designated roads and trails.
- 3.3 The Forest Service will provide locations of known weed species and roads/trails to the proponent.

Jointed goatgrass ( <i>Aegilops cylindrica</i> )	Barbed goatgrass ( <i>Aegilops triuncialis</i> )	Medusahead ( <i>Taeniatherum caput-medusae</i> )
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**3.4 Treatment:**

- 3.4.1 Approximately 170 acres of annual grass will be chemically treated within two project areas. The contractor will be required to broadcast spray approximately 64 acres of known goatgrass and medusahead infestations currently identified in the project boundary. Additionally, the contractor will be required to chemically treat within a 25-foot buffer along 18 miles of roads and trails, which includes



the road prism. This SOW does not permit the contractor to treat weeds on private land. A general schedule of items is described in Table 1 below. Known infestations, roads, and trails are shown on Maps 1 & 2 in Appendix A.

- 3.4.2** The contractor shall furnish all labor, equipment, tools, materials, supervision, supplies and appropriate herbicide, dye, surfactants, and incidentals.
- 3.4.3** The contractor will perform all work necessary to complete application in accordance with these specifications, and in accordance with state and federal regulations and herbicide labels. From this point on herbicide label(s) will refer to the legal documentation that accompanies every herbicide container including all other information referenced on the label or received from the manufacturer (brochures and leaflets).
- 3.4.4** The use of global positioning system (GPS) devices or other geolocation software (AVENZA) will be necessary to navigate to and identify known treatment polygon boundaries. A GPS will be used (provided by the contractor) to record areas of treatment by species. Treatments will be mapped as polygon features. Additional specifications for chemical treatment are listed in sections 3.5 and 3.6. The Contractor will provide a final map and shape file/s of all GIS data (completed with a GPS). Data will be collected in NAD83 datum.
- 3.4.5** The Contractor will be required to submit Herbicide Treatment forms (Appendix B) for each day of treatment. These reports will show acres treated, amount of herbicide used, amount of time required to treat area, weather conditions at time of application and species of weed(s) treated. The contractor will specify whether ounces/acre, or lbs./acre was used and will maintain consistency in their method.

**Table 1. Schedule of items (2023)**

Work Item	Sub Item/Description	Work Period	Unit of measure	Approx. Quantity (Acres and Miles)
1	<b>Annual Grass</b> Spring treatment: goatgrass & medusahead broadcast spray within known polygons, and spot treatment within 25-foot buffer along roads/trails	May/June	<b>Acres –</b> Chemically treated known polygons and within 25ft buffer on Peavine & Sierra Front Range  <b>Miles –</b> Chemically treated along roads/trails on Peavine and Sierra Front Range	<b>Peavine:</b> 61 acres known infestations; and 64.8 acres or 11.2 miles of roads/trails  <b>Sierra Front:</b> 3 acres known infestations; 41.2 acres or 6.8 miles of roads/trails
<b>Project check in: provide treatment data forms and GIS data to FS representative.</b> <b>FS staff will monitor treatment efficacy of treatments to date and discuss plan for fall treatment if applicable.</b> Fall treatments would be required if spring application treatment window was missed based on plant phenology; and/or if the contractor is not able to treat all sites within project area within the spring treatment window.				
2	<b>Annual Grass</b> Fall treatment: Goatgrass & medusahead	September- November	<b>Acres and/or Miles –</b> chemically treated by species and mapped	TBD
<b>Project Closeout: Contractor provide treatment data forms and GIS data to FS representative.</b>				

### **3.5 Pesticides:**

- 3.5.1** The Contractor will supply all the herbicide, surfactants, adjuvants, indicator dye, and water, necessary to complete the specifications of this contract.
- 3.5.2** The primary herbicides and rates to be utilized for this project and to be provided by the contractor are listed in Table 2. Herbicides must be labeled for use on rangeland and right-of-way. If the contractor desires to increase the application rates they may increase (with U.S. Forest Service approval) up to a maximum rate. Other herbicides may be required depending on weed species encountered and when requested by the U.S. Forest Service or contractor.



**Table 2. List of approved active ingredients and application rates with recommended herbicide products.**

Weed Species	Timing	Approved Percent Active Ingredient	Common Product Names	Planned Application Rates
Medusahead Jointed goatgrass Barbed goatgrass	Post-emergent: Spring; before flowering	Rimsulfuron (25%)	Grapple	4 oz./acre
		Glyphosate (53.8%)	Rodeo	24 oz./acre - <6" plants 1.25 to 3 pints/acre - >6" plants
Medusahead Jointed goatgrass Barbed goatgrass	Pre-emergent: Fall- Early Winter	Imazapic (23.6%)	Plateau	4-6 oz./acre
		Aminopyralid (40.6%)	Milestone	7 oz./acre

### 3.6 Adjuvants such as surfactants, dye, defoamers, and drift agents:

- Adjuvant means the inert material added to an herbicide formulation or tank mix to increase the effectiveness of the active ingredient.
- A surfactant means a Surface-Active Agent. The following surfactants are approved for use in Nevada: Activator 90, Spreader 90, LI- 700, Syltac R11, and MSO (MSO is not for aquatic use). Record surfactant on treatment form.
- The use of dye is required. The contractor must apply dye at a rate sufficient to remain visible for 24 hours post treatment. Record dye on treatment form in adjuvant section of herbicide treatment form.
- Defoamer may be used, record in adjuvant section of herbicide treatment form.
- Drift agents may be used. If a drift control additive is used, read, and carefully observe the cautionary statements and all other information appearing on the additive label. Record drift agent used on treatment form. The Contractor shall provide the drift agent. Controlling drift is the responsibility of the Contractor.
- All added agents shall be handled as chemicals; refer to Section 5.0 Safety.

### 3.7 Water: The Contractor will provide water for herbicide mixing.

### 4.0 Contractor Responsibilities and Conditions:

- The contractor shall hold a current Nevada Certified Pesticide Applicator License from the State of Nevada prior to any chemical application. A licensed applicator must be on site during all herbicide mixing and application.
- The Contractor must properly prepare and submit and adhere to a Pesticide-Use Proposal (PUP) (FS-2100-2) for each pesticide application activity proposed for implementation on the Humboldt-Toiyabe National Forest. PUPs are good for the life of the project (indefinite) unless:
  - Location of the pesticide application changed
  - Pesticide(s) to be used changed
  - Active ingredient(s) (AI) of the pesticide changed
  - Line officer has changed
  - There are changes in USFS policy/ direction regarding pesticides or related to the resource analyzed in National Environmental Policy Act (NEPA) documents.

In these situations, a new PUP will need to be submitted for approval.

A PUP can be downloaded from the USFS Pest Management and Coordination Website at: [Pesticide Management \(usda.gov\)](https://www.usda.gov/pest-management) Forest Service staff is available to help with the PUP process.

### 4.3 U.S. Forest Service staff will be in close communication with the contractor to discuss plant



phenology, treatment windows, and to answer questions that may arise. The anticipated treatment window can begin as early as May 2023 and begin again, in the fall before rains/seed germination to perform as a pre-emergent to target annual grass species.

- 4.4 To minimize the introduction of invasive plant species on public lands, all equipment, vehicles, trailers, UTVs, and ATVs must be cleaned using a high pressure/power wash with particular attention given to undercarriage and moving parts prior to on-site arrival and initiation of work. This means equipment, vehicles, trailers, etc. shall be free of all plant parts, mud, and debris which may contain weed seeds and/or propagules.
- 4.5 The contractor shall stop operation if inclement weather conditions (gusty and/or winds in excess of 10 mph or an eminent threat of rain) occur during spraying operations. The contractor is responsible for following Herbicide Label instructions on proper spraying conditions. Contractor shall have equipment capable of accurately measuring on-site weather conditions including temperature, wind speeds, and relative humidity to assure adherence to contract requirements and record that information on treatment forms (Appendix B).
- 4.6 Applicator Records: Pesticide Application Records (PARS) also known as an herbicide treatment form (Appendix B) and electronic data (survey and treatment polygons) shall be completed.
  - a. The contractor shall complete PAR forms. These records must be legible and completed within 24 hours of herbicide application. If PARs are not filled out correctly and in entirety, treatments will not be considered as complete.
  - b. In addition to manually recording pesticide treatments on PARs, the contractor shall provide USFS with requested data/shapefiles.
- 4.7 The Contractor must be able to correctly identify weed species and is responsible for identifying the extent of the target species in the project area.
- 4.8 The Contractor will adhere to all state and federal regulations and label restrictions. In the instance that several guidelines or regulations are provided, the contractor will follow the one that is the most restrictive.
- 4.9 All equipment will be calibrated prior to application, properly functioning, and free of leaks and malfunctioning or broken parts.

#### **4.10 Equipment:**

- a. The Contractor shall furnish sufficient equipment to satisfactorily spray the designated areas in the time specified as required in the specifications and the Herbicide Label. Unless otherwise specified, the Contractor shall furnish all equipment, labor, supplies, and materials required to complete the job. The Contractor shall furnish properly outfitted equipment with applicators experienced in applying herbicides in rough terrain. The Contractor shall service and repair their equipment as necessary to maintain satisfactory progress on work. Contractor is responsible for all costs incidental to equipment move-in and move-out associated with the project.
- b. Base of Operations: The U.S. Forest Service shall not be held responsible for any loss, mishap, or accident due to the conditions of any loading facility used. All loading sites must be at least 300 feet from perennial water.

##### **4.10.1 Spray Equipment:**

- a. Spray Tanks: Spray solutions of the product shall be mixed, stored, and applied using only stainless steel, fiberglass, or polyethylene plastic tanks.



- b.* Spray nozzles: Contractor shall furnish a nozzle type that is designated for the intended application. Refer to the label for proper nozzles to comply with drift management.
- c.* Booms: Contractor shall furnish non-rust booms.

#### **4.11 Work Crew:**

- a.* Licensed Applicators: Shall be furnished by the contractor and shall meet certification requirements of Nevada regulations for this type of work. Applicators must hold a current Certified Applicator Certification with the forest and right-of-way categories. Licensed applicators must be present onsite during all applications including mixing, handling, and application of herbicides.
- b.* Work Crew: Shall be furnished by the contractor for handling, mixing, and applying the herbicide and loading the equipment. The Contractor shall furnish the necessary qualified mechanics for maintenance of equipment and shall furnish all fuel, oil, and service required for operation of equipment and vehicles.

**4.12 Data Collection, Forms & Global Positioning System (GPS)/Shapefiles:** FORMS - For Pesticide treatments the Contractor shall fill out a Pesticide Application Record (PAR) within 24 hours of application of treated sites. PARs are also referred to as an herbicide treatment form (Appendix B) and shall be turned in and reviewed by U.S. Forest Service staff. All fields in the PAR form shall be filled out. A separate PAR shall be filled out for each day of treatment or site type/tank mixture (i.e., terrestrial versus riparian site). More than one species may be included on the same PAR if they are treated in the same location with the same pesticide. Refer to Appendix B for a PAR template.

#### **4.13 Environmental Conditions:**

- a.* Work Period: Spraying Operations will be permitted only during daylight hours.
- b.* Wind: The Contractor shall follow the Label Section on Spray Drift Management-Wind. Local wind can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect drift. All applications must cease if winds exceed **10 mph** for backpack and/or handgun operation and **6 mph** for vehicle or ATV/UTV boom applications. Measurements shall be collected on-site during the time of application.
- c.* Relative Humidity: Refer to the product label when making applications in low relative humidity conditions. Measurements shall be collected on-site during the time of application.
- d.* Site Conditions: No herbicide application will be allowed if conditions do not meet the label or U.S. Forest Service requirements (most restrictive of the two shall be followed).

#### **4.14 Spraying:**

- a.* Coverage: It is the responsibility of the Contractor to identify the extent of target species within the project area. The contractor will ensure their workers follow the label limits for chemical application. The Contractor will be required to demonstrate that they can provide adequate and uniform coverage. Contractor shall furnish mixing equipment, suitable work crew, PPE, and perform mixing operation. Spray formulation shall be thoroughly mixed according to the herbicide label and distributed over the entire target area for annual grass species.
  - i.* Do not apply directly to water or to areas where surface water is present below the mean high-water mark
  - ii.* Individual rosettes will be sprayed
  - iii.* Treatment of known infestations on private land will NOT be authorized by the U.S. Forest Service.
- b.* Application Paths: The Contractor must keep spray applications within the perimeter of the U.S. Forest Service provided project area, including access routes.





- c. Application Height: If a spray boom is used, it shall be set at a height to obtain proper distribution and uniform coverage of herbicide on target species. Contractor shall follow Herbicide Label instructions on Spray Drift Management to obtain proper boom height.
- d. Spray Drift Management: The interaction of equipment and weather-related factors determines the potential for spray drift. The Contractor is responsible for considering all these factors when making application decisions. Avoiding spray drift is the responsibility of the Contractor and listed on product labels.
- e. Buffer Zones: The Contractor is required to follow herbicide label instructions, state rules, and USFS policy for minimum buffer zones; most restrictive of regulations shall be followed.
- f. Sprayer equipment clean-up shall be conducted according to label instructions.

**4.15 Cultural/Paleontological Considerations:** Cultural and/or paleontological resources are present in the area; therefore, ground-based project activities and any other action that causes disturbance of the ground's surface shall be limited to those areas approved by the U.S. Forest Service. The Contractor shall insure that their employees or representatives do not collect or disturb historic, prehistoric, or paleontological artifacts in accordance with the Archeological Resource Protection Act (43 CFR 7). Should the condition of cultural and/or paleontological resources in the area be altered during treatment due to unauthorized activity by the Contractor or their employees, the Contractor shall be responsible for all costs of mitigating the cultural resources involved. If disturbance to or deterioration of archeological or paleontological sites is found to be occurring during treatment, the Contractor shall immediately suspend all activities in the immediate vicinity that might harm the site/object intact until instructed to proceed by the U.S. Forest Service representative; and shall leave the site/object intact until instructed to proceed.

**4.16 Field Quality Control:**

- a. Tests for Uniformity: The U.S. Forest Service representative may complete tests to determine uniformity of herbicide application.
- b. Tests for Rate of Application: Rate of spraying may be determined from test applications and strip tests made prior to commencement of spraying operations to establish setting of the distribution mechanism. U.S. Forest Service staff may inspect the calibration of the equipment at any time.
- c. Areas may be inspected during and after treatment. An acceptable level of treatment will be met when all above ground noxious weed growth within the designated areas have been chemically treated with the specified herbicide. Excessive chemical application will result in a top-kill only and does not allow the plant to translocate the chemical throughout the plant. An 80% efficacy is acceptable.

**SAFETY INFORMATION**

**5.0 Safety:**

**5.1** A spill cleanup kit will be available wherever pesticides are used, transported, or stored. A Spill Containment Kit shall be of sufficient size to contain 10% more herbicide than they have on site plus additional items such as absorbent material, shovel, garbage bags with ties and labels, paper towels, hose clamps, duct tape, and hand tools sufficient to stop the leak and contain the spill.

**5.2 Transportation of herbicides:** The Contractor shall be responsible for the transport of chemical herbicides used to fulfill the specifications of this contract to the Contractor's loading site. The Contractor shall secure herbicide containers in mixing area to prevent spillage. The Contractor shall load and transport herbicide from the pick-up point to the work sites and shall be responsible for its protection from loss or damage due to weather, rodents, insects, theft, or any other hazard.

**5.3** Protective clothing and equipment for contract employees exposed to herbicides. The Contractor



shall supply PPE to contract workers that guarantee minimal exposure throughout the herbicide application process. The Contractor shall follow all regulations regarding PPE which appears on the herbicide label, and MSDS/SDS. The Contractor shall make available cleanup facilities to contract employees exposed to herbicides or herbicide-contaminated equipment.

**5.4 Storage of herbicides:** The Contractor will be responsible for the storage of all chemicals and will restrict access to the chemicals when the licensed applicator is not present.

**5.5 Mixing and application of herbicides:**

- a. The Contractor shall mix herbicides in accordance with the proportions listed on the product labels. The Contractor shall provide adequate protective clothing and equipment for employees who mix the herbicides.
- b. Follow herbicide application instructions to not further expose workers or civilians via direct contact or drift. The Contractor shall be very aware and cautious of any environmental hazard present during herbicide application. Upon completion of herbicide application, the Contractor shall thoroughly clean equipment and dispose of waters, residues, rinses, and unused herbicides only according to EPA and Nevada State regulations. All empty herbicide containers will be tripled rinsed, labels removed and punctured by the Contractor after mixing. The Contractor shall be responsible for disposal or recycling of empty containers.
- c. Mixing of chemicals and preparation of treatment devices will occur only on asphalt surfaces or on the main dirt roads.
- d. Containers (other than the original labeled registered container) used to hold, store, or transport herbicides require the following labeling:
  - i. Name, address, and telephone number of the business
  - ii. Name of the product with EPA Registration number
  - iii. Name and percentage of the Active Ingredient
  - iv. Precautionary (signal) word from the registered label
    - This includes application equipment like backpack sprayers storing or transporting diluted herbicides. Application equipment must identify the herbicide within.

**5.6 Spills and Accidents:** The Contractor shall be responsible if accidents and chemical spills occur. The Contractor shall report spills and accidents immediately to the U.S. Forest Service within 4 hours and to the appropriate local authorities. The Contractor shall provide immediate treatment of contaminated or injured persons and seek professional medical attention when necessary. The Contractor shall control chemical spills quickly and shall secure additional help when the Contractor cannot effectively or safely handle the spill cleanup. Spills will be the responsibility of the Contractor and shall be cleaned up to the satisfaction of the local authorities and the U.S. Forest Service.

## **SECTION C - CONTRACT CLAUSES**

### **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):

Federal Acquisition Regulation (FAR) Clauses: <https://www.acquisition.gov/browse/index/far>  
(FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:  
<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

FAR and AGAR Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

### **52.204-13 System for Award Management Maintenance (OCT 2018)**

### **52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)**

### **52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (DEC 2022) ([DEVIATION 2017-1](#))**

#### **Addenda to 52.212-4:**

### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (MAR 2023) ([DEVIATION 2017-1](#), [DEVIATION DEC 2022](#))**

(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 and Other Covered Entities (Nov 2021) (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. 3805note)).

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

*[Contracting Officer check as appropriate.]*

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 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 and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) ([\*\*DEVIATION 2017-1\*\*](#))
- ☒ (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) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101note).
- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (10) [Reserved].
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C.657a).
- ☐ (12) (i) 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).
- ☐ (13) [Reserved]
- ☒ (14) (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.
- ☐ (15) (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.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).([\*\*DEVIATION DEC 2022\*\*](#))
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (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 2021) of 52.219-9.
- ☐ (18) (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
- ☐ (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C.637s)

*[Contracting Officer check as appropriate.]*

- ☐ 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.
- ☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- ☒ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
  - ☐ (ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (23) 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)).
- ☐ (24) 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)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ☐ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
  - ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☐ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
  - ☐ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☒ (32) (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.
- ☐ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35) (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. chapter78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (37) (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.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
  - ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
  - ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ☐ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
  - ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
  - ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (48)(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
  - ☐ (ii) Alternate I (Oct 2022) of 52.225-1
- ☐ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (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 (Jan 2021) of 52.225-3.
  - ☐ (v) Alternate IV (Oct 2022) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (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).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (56) 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).
- ☐ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.3805).

- ☐ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☒ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ☐ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- ☐ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- ☐ (63) (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.]

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

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 [5 332](#).

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage/Fringe Benefits
_____	_____/_____
_____	_____/_____
_____	_____/_____

- ☐ (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).
- ☒ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- ☒ (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) 52.203-19, 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)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 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).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (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.

- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
  - (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
  - (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).
  - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
  - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
  - (xi) 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.
  - (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
  - (xiii) (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).
  - (xiv) 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).
  - (xv) 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).
  - (xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
  - (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
  - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
  - (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (B) Alternate I (Jan 2017) of 52.224-3.
  - (xx) 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).
  - (xxi) 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.
  - (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801)
  - (xxiii) 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.

#### **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 Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

#### **452.204-70 Modification for Contract Closeout ([DEVIATION JUL 2022](#))**

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

- (a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
- (b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

#### **452.211-74 Period of Performance (FEB 1988)**

The period of performance of this contract is approximately 6/1/2023 through 10/1/2023

#### **452.215-73 Post Award Conference (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 15 days after the date of contract award. The conference will be held virtually.

#### **452.236-73 Archaeological or Historic Sites (FEB 1988)**

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

#### **452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)**

- (a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- (b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- (c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

#### **452.237-75 Restrictions Against Disclosure (FEB 1988)**

- (a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

### **Employment of Eligible Workers**

#### **1. General**

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>.

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's website at <http://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>.

Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

#### **2. Definitions**

1. H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.
2. Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.

- A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.
  - An overnight absence from the migrant workers permanent place of residence is required.
  - Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:
    1. Spouse
    2. Children, stepchildren, or foster children
    3. Parents, stepparents, or foster parents, or
    4. Brothers and sisters
3. Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

### 3. Registration Requirements

1. Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.
2. Any contractor who meets the definition in (2.c.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration ([http://www.dol.gov/whd/forms/fts\\_wh530.htm](http://www.dol.gov/whd/forms/fts_wh530.htm)). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.c.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

### 4. Certifications

The Contractor shall provide applicable H-2B Temporary Employment Certificate and/or Farm Labor Contractor Certificate as part of their representations, certifications,

and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

5. Worker Protections

1. Worker Information Posters

- A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
- The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

2. Personal protective equipment

- 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).
- Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment
- The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:
  - 1. Head Protection
  - 2. Hearing Protection
  - 3. Eye/Face Protection
  - 4. Leg Protection
  - 5. Foot Protection
  - 6. Hand Protection

- PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.
- A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

Reference

<https://www.osha.gov/SLTC/personalprotectiveequipment/index.html>  
<https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or  
OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at  
<https://www.osha.gov/Publications/osh3151.pdf>.

Manual Logging and Forestry Related activities:

[https://www.osha.gov/SLTC/etools/logging/manual/logger/personal\\_equipment.html](https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equipment.html)

General Machine and Vehicles Logging and Forestry Related activities:

<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>

3. Field Sanitation.

OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

6. Employment Requirements

Fact Sheets with relevant information may be found at <http://www.dol.gov/WHD/fact-sheets-index.htm>.

1. Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.
2. Contractor Employee List. Contractors are required to maintain and provide upon request an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

7. Transportation

1. The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.
2. See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

8. Housing

1. The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.
2. Camping Requirements. The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under any other applicable clause in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.
  - Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.
  - The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.
  - The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails

to remove within the 10 calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.

- Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.
- Damaging or removing any natural feature or other property of the Forest Service is prohibited.
- Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
- Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.
- Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
- Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
- Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind
- Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:

- Gauze pads (at least 4x4 inches)
- Two large gauze pads (at least 8x10 inches)
- Box adhesive bandages (such as band-aids)
- One package of gauze roller bandage (at least 2-inches in width)
- Two triangular bandages
- Scissors
- At least one blanket
- Tweezers
- Adhesive tape
- Medical gloves, (latex or non-latex equivalent), and



- Resuscitation device such as resuscitation bag, airway, or pocket mask.
- Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
- Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
- The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
- If authorized to have an open fire, the Contractor shall comply with the following fire regulations:
  1. A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.
  2. All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.
  3. All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.
  4. All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

**SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

ATTACHMENT 1 – WAGE DETERMINATION 2015-5595 rev. 19 dtd 122722

ATTACHMENT 2 – MAP 2 WCS HUNTER CREEK

ATTACHMENT 3 – APPENDIX A AND APPENDIX B

## **SECTION E - SOLICITATION PROVISIONS**

### **52.252-1 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):

Federal Acquisition Regulation (FAR) Provisions:

<https://www.acquisition.gov/browse/index/far> (FAR Provisions begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Provisions:

<https://www.acquisition.gov/agar> (AGAR Provisions begin with 452)

FAR and AGAR Deviations to provisions may be viewed at: [Policies & Regulations | USDA](#)

### **52.204-7 System for Award Management (OCT 2018)**

### **52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)**

### **52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (MAR 2023)**

#### **Addenda to provision 52.212-1:**

##### **Addenda to Provision 52.212-1:**

For simplified acquisitions, the word quote or quoter is substituted in provision 52.212-1 for the word offer or offeror.

##### **Addenda to Provision 52.212-1 paragraph (b) Submission of Offers:**

1) Offerors must have an active entity registration in the System for Award Management in order to submit an offer. <https://www.sam.gov/SAM/>

2) Offers submitted in response to this solicitation shall include technical capability, a price quote, contractor past performance information and contractor representations and certifications.

a) Technical Capability – Contractor shall address the evaluation factors in 52.212-2. At a minimum technical response shall include:

ii) Technical Capability – Provide statement of ability to provide services as required by the contract. The contractor shall hold a current Nevada Certified Pesticide Applicator License from the State of Nevada and provide proof of license with quote. Note: A licensed applicator must be on site during all herbicide mixing and application.

- b) Price Quote – Include the following: 1) the completed, signed SF-1449, 2) acknowledgement of any amendments to this solicitation by following the instructions that accompany the amendment(s), and 3) the completed Schedule of Items contained in Section B of this solicitation.
  - c) Past Performance – provide a list of similar projects completed by your firm over the past three years. Include a brief description of the project, dollar amount, year completed, and project owner contact information (name, phone, and email). The government may use past performance information from any available source. If a company does not have past performance information available, information may be provided for predecessor companies, key personnel, or subcontractors. In the event that there is no past performance information available, the offeror will receive a neutral rating in this factor.
  - c) Representations and Certifications – Fill in the check boxes for provisions 52.204-24, 52.209-7, 52.212-3, and Employment of Eligible Workers-Workforce Certification found in Section F of this solicitation and include a copy with your offer.
- 3) Submit offer by email to Jessica Rasmussen, [Jessica.rasmussen@usda.gov](mailto:Jessica.rasmussen@usda.gov) so that it is delivered into this inbox by the due date and time. Emails should contain 3 separate attachments (Technical Capability, Price Quote, and Representations and Certifications) in Microsoft Word, Excel, or Adobe PDF format. Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer.
- 4) Address questions about this solicitation to Jessica.rasmussen at [Jessica.rasmussen@usda.gov](mailto:Jessica.rasmussen@usda.gov) by 5/10/2023 at 2:00pm Central time.

## **52.212-2 Evaluation – Commercial Products and Commercial Services (NOV 2021)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Capability

Price

Past Performance

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept

an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**52.237-1 Site Visit (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**52.252-5 Authorized Deviations in Provisions (NOV2020)**

- (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 Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**REPRESENTATIONS & CERTIFICATIONS**

**(CONTRACTOR TO COMPLETE AND RETURN WITH OFFER/QUOTE)**

VENDOR NAME: \_\_\_\_\_

VENDOR UEI: \_\_\_\_\_

**COMPLETE THE YELLOW HIGHLIGHTED INFORMATION AND SUBMIT A COPY WITH YOUR OFFER. SEE INSTRUCTIONS IN SECTION E, PROVISION 52.212-1.**

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered 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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings

provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

## **52.209-7 Information Regarding Responsibility Matters (OCT 2018)**

(a)*Definitions.* As used in this provision—

Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract

Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov>. See 52.204-7.

### **52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (DEC 2022) (DEVIATION DEC 2022) (DEVIATION NOV 2022) (Provision)**

[If Offeror Representations and Certifications are not complete in SAM the offeror shall submit a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, with your offer. The full provision is available from <http://www.acquisition.gov/far/>.

If Offeror Representations and Certifications are complete in SAM, the offeror shall complete the following:]



(b)(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs [REDACTED].

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. Write "None" if there are no changes needed to your online reps and certs.

[DEVIATION NOV 2022](#)] Offerors that are representing as joint ventures should submit their socio-economic status in the space provided above until such time that SAM.gov has been updated to include the joint venture representations contained within provision 52.212-3 paragraph (c).

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.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

### **Employment of Eligible Workers - Workforce Certification**

Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting contract. If the Contractor will supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL.

Subcontractors are bound by the same requirements for licenses and permits under this contract. If a Prime Contractor identifies a Subcontractor as part of their workforce to accomplish the work under this solicitation, the Prime Contractor shall submit the Subcontractor's signed certification with their response to the solicitation.

H-2B Workers: (<http://www.foreignlaborcert.doleta.gov/>)

☐ Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.

☐ Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.) MSPA Workers:

(<http://www.dol.gov/whd/mspa/>)

☐ Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.

☐ Certifies has valid FLC certificate of registration. (Attach a copy of current certification.)

Authorization includes:

☐ Transporting workers

☐ Driving

☐ Housing workers

☐ Company has applied for a Certificate of Registration on \_\_\_\_\_.

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a Certificate of Registration prior to award of contract. If the contractor does not provide the required Certificate in a reasonable timeframe, the contractor will not be eligible for the contract award. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of \_\_\_\_\_ No. \_\_\_\_\_

Information about licensing requirements and procedures may be obtained from the following:  
I, on behalf of said Company, certify to the above responses.

<b>SIGNATURE:</b>	<b>DATE:</b>
<b>PRINTED NAME:</b>	<b>TITLE:</b>