

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 96514730178020		PAGE 1 OF 68	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912EK23R0012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOCELYN W RAIN				b. TELEPHONE NUMBER (No Collect Calls) 309-794-4348	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 25 May 2023		9. ISSUED BY CODE W912EK  CONTRACTING DIVISION US ARMY CORPS OF ENGINEERS 1500 ROCK ISLAND D ROCK ISLAND IL 61201  TEL: FAX:		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 115310 SIZE STANDARD: \$10,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO CODE W912EK US ARMY ENGINEER DISTRICT, ROCK ISLAND CEMVR 1500 ROCK ISLAND DRIVE ROCK ISLAND IL 61201 TEL: FAX:		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
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.					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:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 68	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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		42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT <i>(Location)</i>			
		41c. DATE		42c. DATE REC'D <i>(YY/MM/DD)</i>	
				42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

## MVR.03

### QUESTION AND ANSWER via email

Technical inquiries and questions relating to this solicitation are to be submitted to Jocelyn Rain, email [jocelyn.w.rain@usace.army.mil](mailto:jocelyn.w.rain@usace.army.mil) no later than May 15, 2023 at 2:00 PM Central Time.

#### SOLICITATION OVERVIEW

#### OVERVIEW: LOWEST PRICE TECHNICALLY ACCEPTABLE SOLICITATION

1. Multiple Award Task Order Contract (MATOC) Solicitation W912EK23R0012, for Forest Services in support of forest management prescriptions and associated vegetative maintenance services projects under the USACE Rock Island District, will result in the Government awarding a minimum of three (3), and a maximum of seven (7) Indefinite Delivery/Indefinite Quantity (IDIQ) Forest Services contracts. Thereafter, firm-fixed price task orders will be awarded for each project if deemed in the Government's best interest to do so. Each contract will include one (1) ordering period lasting five (5) years. Actual period of performance start and end dates will be set at time of MATOC award.
2. USACE Rock Island District hereby issues solicitation W912EK23R0012 for requirements in the following states: Illinois, Wisconsin, Iowa, and Missouri. See the Basic Contract Statement of Work (SOW) below for a list of work area counties and types of work required. Planned/sample task orders (projects) under the scope of work can be found in Table 1 below. The planned task orders are tentative and do not constitute a commitment on the Government to award.
3. The maximum dollar aggregate value for all contracts, combined, will not exceed \$9,500,000.00.
4. The guaranteed minimums are as follows:
  - a. A guaranteed minimum of \$500.00 will occur for each base contract awarded.
  - b. These guaranteed minimum amounts are the only guaranteed amounts to be awarded under this solicitation. The Government is under no further obligation to order additional services. In the event a task order is awarded

equaling or exceeding \$500.00, the minimum guarantee will be met and the funds deobligated.

- c. The maximum award amount of any task order must not exceed \$800,000.00
- d. The minimum award amount of any task order must not be less than \$2,500.00
- e. Only the Rock Island District is authorized to issue task orders under the resultant IDIQ contracts.

6. The Government will select for award the proposals that are most advantageous and represent the best overall value to the Government, considering the following two (2) evaluation factors: Technical Approach and Price. The proposals will be evaluated to determine whether the technical approach is acceptable or unacceptable. Any proposal that is evaluated to have an acceptable technical approach will be ranked by price. The number of contract awards will be determined by what is most advantageous to the Government.

7. The Work Plan and Schedule of Items and Prices for the first task order will be used for award evaluation purposes and may or may not be representative of any future task order. The first task order, Beaver Island HREP Stands A B Placement, will be issued concurrently with the award of the IDIQ contract to the Offerors' proposal who is most advantageous to the Government based on the evaluation factors.

The work includes, but is not limited to, marking timber stand improvement treatments, cutting down trees per thinning treatment requirements, herbicide application of cut tree stumps, under planting trees and shrubs into established forest, planting trees and shrubs on dredge placement, and monitoring and treatment of unwanted herbaceous growth within dredge planting areas. See Attachment 0001 - 2023 Beaver Island HREP Stands A B Placement SOW for full details on this task order requirement. See Evaluation Methods for full details on the proposal and evaluation requirements.

TABLE 1 - TENTATIVE PROJECT SCHEDULE/TASK ORDER PLAN

Year	Project Name	Location	Task Order Categories		
			Timber Stand Improvements	Invasive Species Treatments	Plantings Efforts
FY 23	Bertom HREP	Pool 11	X	X	X
FY23	Nile Mile Island	Pool 12	X		X
FY23	Beaver Island HREP	Pool 14	X		X
FY23	Steamboat Island HREP	Pool 14	X		X
FY23	Beaver Island HREP	Pool 14			X
FY23	Beaver Island HREP	Pool 14	X		X
FY23	Keithsburg Division HREP	Pool 18			X
FY24	Long Island HREP	Pool 21	X	X	X
FY24	Coralville Lake	NA	X	X	X
FY24	Mississippi River Project	Pool 11	X	X	X
FY24	Steamboat Island HREP	Pool 14	X		X
FY25	Coralville Lake	NA		X	
FY25	Pool 12 Forest HREP	Pool 12	X	X	X
FY25	Pool 12 Forest HREP	Pool 12	X	X	X
FY25	Lower Pool 13 HREP	Pool 13	X		X
FY25	Green Island HREP	Pool 13	X		X
FY25	Steamboat Island HREP	Pool 14	X		X
FY25	Keithsburg Division HREP	Pool 18			X
FY25	Quincy Bay HREP	Pool 21	X	X	X
FY26	Pool 12 Forest HREP	Pool 12	X	X	X
FY26	Pool 12 Forest HREP	Pool 12	X	X	X
FY26	Lower Pool 13 HREP	Pool 13	X	X	X
FY26	Green Island HREP	Pool 13			X
FY26	Keithsburg Division HREP	Pool 18			X
FY26	Nile Mile Island	Pool 12	X	X	X
FY27	Pool 11	Pool 11	X	X	X
FY27	Green Island HREP	Pool 13			X
FY27	Long Island HREP	Pool 21	X	X	X

## 9. On Ramp/Off Ramp/Dormant Status

### (a) OPEN SEASON ON-RAMPING

Open season is considered the time frame of the ordering period USACE will determine whether it would be in the Government's best interest to initiate an open season to add additional Contractors to any of the MATOC contracts at any time, subject to the following conditions.

- i. An open season notice is published in beta.sam.gov in accordance with FAR Part 5, Publicizing Contract Actions
- ii. An open season solicitation is issued under current Federal procurement law
- iii. The solicitation identifies the total anticipated number of new contracts that USACE intends to award
- iv. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation
- v. The award decision under the open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation
- vi. An Offeror's proposal must meet all the Evaluation Criteria of the original solicitation
- vii. The terms and conditions of any resulting awards will be materially identical to the existing version of the MATOC Pool
- viii. The period of performance term for any new awards is coterminous with the existing term for all other Contractors already in the MATOC Pool. Immediately upon on-ramping, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor in the MATOC Pool.

#### (b) DORMANT STATUS

USACE is responsible for ensuring performance and compliance with the terms of the MATOC contracts, and for safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, USACE must ensure that Contractors receive impartial, fair, and equitable treatment. Forest Services must be reserved for high performing Contractors. Therefore, if the Contracting Officer determines that any requirement of the MATOC contract is not being met, a Contractor may be placed into Dormant Status.

Dormant status may be activated for any given Contractor. If Dormant Status is activated, the Contractor will not be eligible to participate or compete in any subsequent task order solicitations while the Contractor is in Dormant Status; however, Contractors placed in Dormant Status must continue performance on previously awarded and active task orders, including any modifications at the task order level.

Dormant Status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4, or a Termination as defined in FAR Part 49. Dormant Status is a condition that applies to the Forest Services MATOC contract only. Grounds for being placed in Dormant Status include, but are not limited to:

- i. Not bidding on Requests for Task Order Proposals (RFTOPS) for a period of six months or more
- ii. Not completing awarded task orders per work schedule

Dormant status will only be assigned after careful consideration of the situation and collaboration with the Contractor to resolve the issues. To place a Contractor in Dormant Status, the Contracting Officer must first send a letter, in writing, to the Contractor regarding the poor performance or non-compliance issue. The Contractor

must have a reasonable time, at the discretion of the Contracting Officer (KO), to provide the KO with a remediation plan to correct the deficiencies/issues. If the KO is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status. If the KO is not satisfied with the response, or the remediation plan is not effective, the KO may issue a final decision, in writing, placing the Contractor in Dormant Status.

(c) OFF-RAMPING

USACE reserves the unilateral right to Off-Ramp non-performing Contractors. Contractors that are Off-Ramped have no active task orders under their contract at the time of the Off-Ramping. Off-Ramping methods may result from one of the following conditions:

- i. After a Contractor is placed in Dormant Status and the Contractor has completed all previously awarded task orders under the contract.
- ii. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
- iii. Termination as defined in FAR Part 49
- iv. Contractors who do not meet the standards of performance, deliverables, or compliances in the contract

STATEMENT OF WORK

**SECTION 1  
GENERAL INFORMATION**

1. This Statement of Work (SOW) will become the SOW for each basic contract awarded under this solicitation.
2. **Scope of Work.** This multiple award task order contract (MATOC) is to assist the U.S. Army Corps of Engineers (USACE) with forest management prescriptions and associated vegetative maintenance services for projects. Work covered by this MATOC and its respective task orders must consist of furnishing all necessary: labor, operators, supervision, licenses, equipment, vessels (able to transport people and equipment), transportation, supplies and materials necessary to perform work identified in MATOC sections including: Supplying Planting Materials; Direct Seeding; Herbaceous, Shrub, and Tree Planting; Site Preparation; Rough Cut Mowing; Herbicide Supply and Application; Hand Crew Chainsaw Cutting; and Forestry Mulching on islands or areas accessible by land. All work activities performed under this MATOC must be in accordance with the requirements of this SOW, the Contractor's approved work plan, and task orders. All work must be completed to the satisfaction of the Contracting Officer.
  - A. The Contractor must work in accordance with safety requirements set forth in Corps of Engineers' Manual, EM 385-1-1, and industry standards for categories of work described in this SOW.

- B. The Contractor must maintain at minimum one employee with the necessary valid state commercial pesticide applicator's license annually in at least one state included within the work area: Wisconsin, Iowa, Illinois, or Missouri.
  - C. The Contractor must have at minimum one individual with the necessary valid state commercial pesticide applicator's license or obtain reciprocal certification and license to apply herbicide in the state that work is performed if herbicide application is required in that specific task order.
3. **MATOC Area.** Work areas will be located within one or more of the following counties: Crawford and Grant counties in the state of Wisconsin; Allamakee, Boone, Clinton, Clayton, Dallas, Des Moines, Dubuque, Iowa, Jackson, Jasper, Johnson, Lee, Linn, Louisa, Muscatine, Polk, Scott, Warren, in the state of Iowa; Jo Daviess, Carroll, Whiteside, Rock Island, Mercer, Henderson, Hancock, Adams, Pike, Calhoun, Brown, Schuyler, Fulton, Peoria, Putnam, Bureau, La Salle, Grundy, Marmust, Woodford, Tazewell, Mason, Cass, and Morgan in the state of Illinois; and Clark, Lewis, Marion, and Ralls in the state of Missouri. See *Figure 1 Forest Services MATOC general extent* for reference to the extent of the general work area.
4. **Work Locations:** Work sites are widely scattered and vary in topography, vegetative cover, and access for equipment. Several work sites may be contained within the same task order, providing for efficiency and economy of scale. However, travel time between sites should also be considered and bid accordingly. Include mobilization in CLIN bid price. Actual task order may include multiple work sites within the same vicinity. All task orders will include fieldwork site locations with accompanying maps, spatial data, and description of each area.
5. **Omissions.** These specifications may duplicate or not cover all specified activities, steps, and/or procedures required to accomplish work. In no instance may an omission be a reason to perform inferior work, produce a less than acceptable product or service, or refuse to perform an intended activity.



**Forest Services MATOC Area**

Map Produced: 1/13/2023

**Rock Island District (MVR)**

**Legend:**

- USACE District Boundaries (Red outline)
- County Boundary (Black outline)
- State Boundary (Thick red line)

**States:** MINNESOTA, WISCONSIN, IOWA, MISSOURI, ILLINOIS

**Counties:** Allamakee, Crawford, Clayton, Grant, Dubuque, Jo Daviess, Jackson, Carroll, Clinton, Whiteside, Scott, Muscatine, Rock Island, Louisa, Mercer, Des Moines, Henderson, Lee, Clark, Hancock, Lewis, Adams, Brown, Cass, Morgan, Pike, Ralls, Calhoun, Boone, Dallas, Polk, Jasper, Warren, Marion, Linn, Johnson, Iowa, Lincoln, Bureau, La Salle, Grundy, Putnam, Marshall, Peoria, Woodford, Tazewell, Fulton, Mason, Schuyler, Adams, Brown, Cass, Morgan, Pike, Ralls, Calhoun.

**Water Bodies:** Saylorville Lake, Coralville Lake, Lake Red Rock, MISSOURI RIVER, ILLINOIS RIVER.

6. **MATOC Period.** The period of performance for this MATOC will be for five years commencing from the date of award. The period of performance for task orders under this MATOC will be established at task order award.
7. **Task Orders.** Any task orders issued under this MATOC are to be awarded at the discretion of the Government. The allowable and/or required performance period will be specified in the task order including any required start date.
8. **Required Insurance.** As required by the contract clause “Insurance-Work on a Government Installation,” the Contactor must furnish to the Government a certificate or written statement as evidence of the minimum insurance listed below prior to any work commencing. The Contractor must get and maintain the required types and amounts of insurance for the entire period of performance under each task order.
9. **Safety.** The Contractor must perform all work in accordance with safety requirements set forth in Corps of Engineers’ Manual EM 385-1-1, entitled “Safety and Health Requirements Manual,” dated November 2014. Copies and any updates are available for review at:  
[https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf) .

The Contractor must submit all documents as required by EM 385-1-1 for each individual task order, such as the Contractor’s Accident Prevention Program. An accident constitutes an incident or act involving the Contractor that caused damage to persons or property. All accidents must be reported to the Contracting Officer’s Representative (COR) within 24 hours of the occurrence. Any serious accidents (those resulting in death or injury requiring medical attention) must be reported immediately.

10. **Pesticide Application.** The pesticide applicator must be in possession of the state commercial pesticide applicator’s license, by meeting requirements provided under Section 1, General Information (Item 2, part B or C), of the state that the herbicide application is requested to be performed. The Contractor is responsible for obtaining and observing all necessary local, state, and federal permits associated with the implementation of the contract requirements. The Contractor must follow all pesticide label directions.
  - A. **Containment/spills.** The Contractor must submit, as part of the Contractor’s Accident Prevention Program, the response measures to be implemented should a spill or contamination occur. Immediately following an initial spill response, the Contractor must notify the COR and other appropriate local, state, and federal officials of the spill type and amount, which may include contacting the National Response Center. The Contractor is required to provide an impervious secondary containment system around their herbicide mixing area when herbicides are mixed on

government property. In addition, the Contractor must ensure that no contamination of any water source occurs, and that emergency spill containment equipment is at the worksite and can contain all potential herbicide spills from contractor vehicles/equipment.

- B. *Herbicide Selection Procedure.* The Contractor must propose the specific herbicides to be used to accomplish the vegetation control goals at each location. These herbicides must be categorized by the Environmental Protection Agency (EPA) as "general use," and must be appropriately labeled for specific application (i.e., aquatic label for use next to water). Herbicides and associated carriers, adjutants, and surfactants used where spray mist could make contact with water must be registered for aquatic use. No restricted use herbicides are allowed. All utilized herbicide products must be packaged in the United States. The Contractor may not apply herbicide mixtures without approval from the Government.
- C. *Pesticide Records.* The Contractor must submit electronic copies of the "Pesticide Application Record Sheet," Form MVR55e, to the COR with the anticipated usage report portion completed. These must outline as a minimum the types of herbicides, target pests, areas to be treated, application rates, and application method for each type of application. These forms must be submitted for review prior to implementing the herbicide application. Government acceptance or acknowledgement of these forms in no way relieves the Contractor of any liability for compliance with all federal, state, and/or local regulations. The contractor must submit fully completed copies of the "Pesticide Application Record Sheet" for each day's work, treatment type, and area. A digital form will be provided by the COR. Completed forms must be submitted to the COR within five working days of each application.
- D. *Handling and Mixing.* All herbicides must be handled, stored, and disposed of following local, state, EPA guidelines, and instructions on the EPA registration label. Spray equipment cleaning must also be accomplished in accordance with these guidelines. All herbicides must be mixed following the label instructions so that the desired rate of application can be attained with the Contractor's application equipment. The Contractor must contact in advance and provide the COR the opportunity to view the mixing of chemicals. Mix water may or may not be available onsite.
11. **Access.** Access to locations may require ingress or egress through: Government fee title ownership; existing roadway; off-road travel; locked barricades or gates; and/or access by water. Most requested work will only be accessible by vessel on islands or backwater floodplain work areas. Specific work limits may be identified through maps, spatial data, site visits, and/or marked extents as work is requested. The Contractor will be solely responsible

for mobilization/demobilization unless noted otherwise in the task order. The Contractor must not cross private property where no Government right of entry exists during ingress and egress and will be solely responsible if they choose to cross private property in such manner in the performance of a task order. In such cases, the Contractor would be responsible for the consent of the landowner, representative of the site, or agent and for all necessary right of entry permits prior to any entry across private property. The point of entry (via land or water) and access routes through Government property must be approved prior to entry by the Contracting Officer. It must be the responsibility of the Contractor to lock all gates or barricades, if present, when leaving an area. Keys to Government locked barricades or gates may be supplied to the Contractor per requirements of an individual task order and returned to the Government once the MATOC work period is over.

## **12. Contractor Submittals for Contracting Officer Approval**

- A. *Task Orders.* The task orders will identify what submittals are required as part of the task order bid and/or contractor selection/award. Task orders may identify additional submittal and requirement details other than identified in the MATOC basic contract.
- B. *Contractor Work Plan.* Prior to the start of work, the Contractor must submit a Contractor's Work Plan including at a minimum the following:
  - i. List and roles of personnel performing requested work, background checks, and E-Verify status.
  - ii. Any updates to equipment to be used and their specifications.
  - iii. The name(s) and telephone number(s) of supervisors(s) who can be contacted on a daily basis including non-duty hours.
  - iv. The physical address of the Contractor's place of business.
  - v. The Contractor's Quality Control Program.
  - vi. The Contractors Accident Prevention Program.
  - vii. The Contractors method and route for access to work area.

## **13. Quality Control/Quality Assurance**

- A. *Quality Control.* The Contractor must establish and maintain a Quality Control Program to ensure the requirements of the MATOC and task order are provided as specified. A copy of the Contractor's plan must be provided for each task order to the Contracting Officer prior to the pre-work conference. An updated copy must be provided to the Contracting Officer as changes occur. The Contractor must provide for an inspection system and a method of identifying deficiencies in the quality of work before the level of performance becomes unacceptable.

- B. *Quality Assurance (QA)*. A Quality Assurance Surveillance Plan (QASP) must be used to ensure that the Contractor is performing the services required by the task order in an acceptable manner. A primary objective of QA is to determine the effectiveness of the Contractor's quality control system. Each task order item will be given a Satisfactory or Unsatisfactory rating upon inspection during or at the end of each task order performance period. the COR and Quality Assurance Representative (QAR) personnel will complete inspections. The QAR is not authorized to direct the contractor in any way and is not authorized to make any changes to the MATOC or task order contract either verbally or in writing. A rating system will be identified in the QASP with any appropriate supplemental information identified in each task order. QA inspections will provide information back to the Contractor for their Quality Control.
- C. *Deficiency*. If at any time it is determined by the Contracting Officer that the quality control system is not providing results which conform to MATOC requirements, the Contractor will be required to correct the deficiency or receive a deduction of payment.

#### 14. **Sustainability**

- A. *EPA Designated*. Under the Comprehensive Procurement Guidelines (CPG) program, the Environmental Protection Agency (EPA) designates products that are or can be made with recovered materials and recommends practices for buying these products. Any designated product that is being offered or supplied under this MATOC must meet the minimum recommended content levels as identified under the CPG program.

Visit <http://www.epa.gov/epawaste/conservation/tools/cpg/products> for a complete list of designated products and the associated recommended content levels. Offerors must be able to demonstrate that each offered product meets minimum content levels upon request.

- B. *Bio-based*. The United States Department of Agriculture (USDA) designates certain biobased products for federal procurement and specifies minimum biobased content levels for those products. Any designated product that is offered or supplied under this MATOC must meet USDA BioPreferred's minimum biobased content level. Visit the BioPreferred web site for the complete list of designated products and the associated minimum biobased content level requirements.

#### 15. **General Protection Policy and Procedures**. Contractor workforce must follow all personal identity verification requirements as directed by Department of Defense, Department of the Army Headquarters, Rock Island District, St. Paul District, St. Louis District, and/or local policy. In addition to the changes otherwise authorized by the Changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in Contractor security matters or processes.

16. **Background checks.** The contractor must provide criminal history background/security checks on all personnel who will be on site to perform task orders on this contract. At a minimum the background check must consist of a criminal history background check and social security number verification with fingerprints going back at least five years. This background/security check must be performed by the state police or by a private investigative agency that is licensed and bonded for this purpose in the state of the contractor and its employees. Furthermore, all applicants must be U.S. citizens or be legally eligible to work within the United States.

- A. *Disqualifying Factors.* The following, among others, may be included as disqualifying reasons:
- i. Dismissal from employment for delinquency or misconduct.
  - ii. Criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct; to include violent crime and sex offenders
  - iii. Intentional false statement or deception or fraud in examination or appointment.
  - iv. Habitual use of intoxicating beverages to excess.
  - v. Reasonable doubt as to the loyalty of the person involved to the Government of the United States.
  - vi. Any illegal activity or other disqualification which makes the individual unfit for service; or
  - vii. Lack of United States citizenship.
- B. *Personnel List.* A list containing names and results of the investigation must be submitted to the COR as stated in the task order. As names are added or deleted, this information must be reported immediately to the COR. Pen and ink deletions may be made to the access list, but additions require the generation of a new list. Background checks must also be confirmed or updated for each task order. All information received as a result of a background check will be held in confidence and handled according to Privacy Act regulations.
- C. *Additional Checks.* In addition to the contractor-provided background check, additional agency checks may be performed at the discretion of the Rock Island District, St. Paul District, St. Louis District, or other security personnel. The contractor agrees to cooperate and ensure that contractor personnel provide any documentation required to complete these checks. Any person lacking proper identification credentials or deemed a security threat may be denied access to the project. Such action in no way relieves the contractor from performance of the contract. The Rock Island District, St. Paul District, and St. Louis District retains the right to deny any contractor and subcontractor employee from working on one of its contracts based on final background investigation results.
- D. *Mailing.* To protect the privacy of the Contractor, all Contractor employees' and all sub-contractor employees' background checks, OPSEC SOPs, E-Verify, and

I-9 forms must be submitted with a cover sheet stating the contract number (e.g., W912EK-22-X-XXXX), title of project, and the company's point of contact information, in a sealed envelope/container and mailed to:

Security Office  
U.S. Army Corps of Engineers  
Rock Island District  
PO Box 2004  
1500 Rock Island Drive  
Rock Island, IL 61201

17. ***Pre-screen candidates using E-Verify Program.*** The Contractor must pre-screen Candidates using the E-Verify Program website (<http://www.uscis.gov/e-verify>) to meet the established employment eligibility requirements. The Contractor must ensure that the Candidate has two valid forms of Government-issued identification prior to enrollment to ensure the correct information is entered into the E-Verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than three (3) 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 with the designated Government representative. This Form will be provided to the Contracting Officer and will become a part of the official contract file.
18. ***Regulations.*** All work performed under this contract must be completed in observance of all appropriate federal, state, and local laws, regulations, and permits.
19. ***Specific requirements.*** The Contractor must use reasonable care to avoid significant soil disturbance on the Government installation by following industry standards and best management practices such as restricting operations to when soil conditions are dry or frozen. If the Contractor's failure to use reasonable care causes damage to any property, the Contractor must repair the damage at no expense to the Government as the Contracting Officer directs.
20. ***Government Furnished Materials and Services.*** The Government may provide materials and/or services with this contract. Materials provided may include, but are not limited to: planting materials, seed, bare root seedlings, cuttings, containerized trees, and/or herbicide. Services provided may or may not include barge fleeting to areas without land access. Provision and subsequent Contractor use of these materials must comply with the Contract Clauses "Government Property" (FAR 52.245-1) and "Use and Charges" (FAR 52.245-9).

## SECTION 2 SUPPLYING PLANTING MATERIALS

1. **Scope of work.** The Contractor will supply all requested planting. Requirements may include: seed source, storage conditions, transportation, handling, stock quality, stock size, and species; quantity; delivery location(s); and delivery date(s) for Supplying Plant Materials. The Contractor's work plan must include seed sources, delivery plans, and details demonstrating compliance with requirements.
2. **Personnel.** The contractor must furnish all necessary employees, equipment, transport, and oversight required to satisfactorily perform the work. All ordering of planting materials is to be overseen by an individual that has experience in ordering and handling herbaceous seed, tree seed, tree/shrub cuttings, bare root seedlings, containerized trees, and tree protection wraps, tubes, or guards.
3. **Materials.** The Contractor will furnish the following materials as required:
  - A. Yellow tag certified herbaceous seed species
  - B. Cleaned cover crop annual grain seed
  - C. Light mast and/or hard mast tree/shrub seed
  - D. Herbaceous plant plug
  - E. Containerized herbaceous plant
  - F. Cutting
  - G. Rooted cutting
  - H. Bare root seedling
  - I. Containerized tree
  - J. Containerized shrub
  - K. Spiral tree wrap
  - L. Twin-walled, corrugated, full length split tree bark protector
  - M. Bamboo stake
4. **Task order quote.** After review of the task order requirements, Contractor is to provide total cost and cost per unit item listed above by type. All costs involved in administering the task order, obtaining materials, handling, and transportation are to be included in the unit cost. Materials will be inspected upon delivery and must meet identified requirements. Materials not meeting task order requirements will be rejected and the contractor will be required to replace rejected materials at no cost to the government.



### SECTION 3 SITE PREPARATION

1. **Scope of work.** The Contractor must prepare the site to bare mineral soil conditions void of debris and graded to industry standards to establish an adequate seed bed to provide proper seed to soil contact. This may also include mowing and/or spraying. The Contractor's work plan must include access plans and details demonstrating how requirements will be achieved.
2. **Personnel.** The contractor must furnish all employees required to satisfactorily perform the work. All site preparation is to be overseen by an individual that has experience in implementing site preparation for direct seeding and/or tree plantings.
3. **Equipment.** Examples of equipment types the Contractor may find necessary to utilize in meeting requirements:
  - A. Tractor
  - B. Skid steer
  - C. Mini skid steer
  - D. Mower attachment
  - E. Disk
  - F. Harrow
  - G. Cultipacker
4. **Task order quote.** After review of the task order requirements, Contractor is to provide total cost per acre of site preparation. All costs involved in administering the task order, equipment, operators, vessels, mobilization, demobilization, and conducting the site preparation are to be included in the cost per acre.

### SECTION 4 ROUGH CUT MOWING

1. **Scope of work.** The Contractor must mow areas to achieve requirements including meeting rough cut mowing height, mowing width along tree rows, avoidance of desirable vegetation, shrubs, and trees, timeframe, area, and target mowing requirements on tree plantings, fallow, or other designated areas. Mowing areas may include mowing unwanted trees up to two inches at one foot above the ground, vines, and other vegetation. Areas with tree plantings are to be inspected adequately prior to mowing activity to identify size and visibility of planted trees to avoid damage to those planted or leave trees. The Contractor must visibly mark planted trees or tree rows to increase visibility of location prior to operator mowing the site when desired leave trees are shorter than competing vegetation. Tree plantings may have narrow rows. The Contractor's work plan must include access plans and details demonstrating how requirements will be achieved.
2. **Personnel.** The contractor must furnish all employees required to satisfactorily perform the work described. All rough cut mowing is to be overseen by an individual experienced in conducting rough mowing of remote areas around planted trees and

must oversee all ordering of required materials, maintenance of equipment, storage of equipment, operators, and equipment, and provide daily on site supervision.

3. **Equipment.** Examples of equipment types the Contractor may find necessary to utilize in meeting requirements:
  - A. Handheld brush cutter
  - B. Walk behind brush mower
  - C. All-terrain vehicle (ATV) with pull behind rough cut mower
  - D. Tractor with brush mower
  - E. Tractor with pull behind rough cut mower
  - F. Skid steer loader with rough cut mower
4. **Task order quote.** After review of the task order requirements, Contractor is to provide total cost per acre of rough-cut mowing. All costs involved in administering the task order, surveying the site, marking planted trees, or planted tree rows, equipment, operators, vessels, mobilization, demobilization, and conducting the mowing are to be included in the cost per acre.

## SECTION 5

### HERBICIDE SUPPLY AND APPLICATION

1. **Scope of work.** The Contractor must provide herbicide application to achieve the desired vegetative control. This may include: killing existing vegetation, providing pre-emergent control, or persistent vegetation control for three months; areas accessible by tractor, vehicle, foot, or only by vessel; spraying open areas, tree plantings, roadways, riprap or other land cover types; achieving selective broadleaf herbaceous and/or woody, selective grass, or general vegetation control; designating aquatic label requirements or avoidance of restricted label products; and other details. Areas with tree plantings are to be inspected adequately prior to spraying activity to avoid damage to planted trees. Visibly mark planted trees or tree rows to increase visibility of individual tree location prior to spraying activity when planted trees are shorter than competing vegetation. The Contractor's work plan must include access plans and details demonstrating how requirements will be achieved including anticipated pesticide application records.
2. **Personnel.** The contractor must furnish all employees required to satisfactorily perform the work described. All herbicide supply and application are to be overseen by an individual that has experience in spraying remote areas or around planted trees must oversee all ordering of required materials, maintenance of equipment, storage of equipment, operators, equipment, and provide daily on-site supervision. Proof of pesticide applicator certification and license for the state application is being implemented is required. Reciprocal certification and license are acceptable for the state that the herbicide application is being implemented.
3. **Materials.** The Contractor must furnish the following materials as required:

- A. Herbicide with any associated surfactants, adjuvants, and/or dyes
- 4. **Equipment.** Examples of equipment types the Contractor may find necessary to utilize in meeting requirements:
  - A. Backpack sprayer
  - B. All-terrain vehicle (ATV) with mounted sprayer
  - C. Truck with mounted sprayer
  - D. Tractor with mounted sprayer
- 5. **Task order quote.** After review of the task order requirements, Contractor is to provide total cost per acre of spraying. All costs involved in administering the task order, surveying the site, marking planted trees, or planted tree rows, herbicide, other materials, equipment, operators, vessels, mobilization, demobilization, and conducting the spraying are to be included in the cost per acre.

## SECTION 6 DIRECT SEEDING

- 1. **Scope of work.** The Contractor must supply annual grain, herbaceous wetland, tree seed, and/or other materials, prepare the site, and complete direct seed planting. The site must be prepared to bare mineral soil conditions void of debris and graded to industry standards to establish an adequate seed bed. This may also include mowing and/or spraying. Seed provided must meet requirements for seed source, pure live seed, species, certification, and amounts. Seed must be dispersed evenly to the required rate across the prepared seed bed in a manner ensuring proper soil contact or integration. The Contractor must provide proper handling of seed including keeping dry or to temperature per industry standard and nursery recommendations. The contractor must apply dry fertilizer and/or provide proper use of hydro-seeder or seed drill as alternative seed dispersal method to broadcast seeding if required. The contractor will provide requested seed species, quantities, seed source requirements, planting rates, location, current site conditions, required timeframe, and other details as appropriate as required. The Contractor's work plan must include access plans and details demonstrating how requirements will be achieved including sources of planting materials, site preparation details, and planting plans.
- 2. **Personnel.** The contractor must furnish all employees required to satisfactorily perform the work in the task order SOW. All ordering of seed, required materials, operators, and equipment identified is to be overseen by an individual that has experience in conducting direct seeding projects in remote areas.
- 3. **Materials.** The Contractor must furnish the following materials as required:
  - A. Yellow tag certified vendor wetland seed species
  - B. Cleaned cover crop annual grain seed
  - C. Light mast and hard mast tree seed
  - D. Dry granular fertilizer

- E. Herbicide with any associated surfactants, adjuvants, and/or dyes
4. **Equipment.** Examples of equipment types the Contractor may find necessary to utilize in meeting task requirements:
- A. Tractor
  - B. Disk
  - C. Harrow
  - D. Spraying equipment
  - E. Mowing equipment
  - F. Hydro-seeder
  - G. Seed drill
  - H. Fertilizer spreader
  - I. Cultipacker
5. **Task order quote.** After review of the task order requirements, Contractor is to provide total cost per acre of direct seeding. All costs involved in administering the task order, obtaining planting materials, equipment, operators, vessels, mobilization, demobilization, site preparation, spraying, mowing, and conducting the direct seeding are to be included in the cost per acre.

## SECTION 7

### HERBACEOUS, SHRUB, AND TREE PLANTING

1. **Scope of work.** The Contractor must supply plants, provide any necessary site preparation including any mowing, tillage, or spraying, and complete planting. The site must be prepared to bare mineral soil conditions void of debris and graded to industry standards to establish an adequate seed bed. This may also include mowing and/or spraying. Materials will be inspected upon delivery and must meet requirements as requested. If materials do not meet requirements, they will be rejected and the contractor will be responsible to replace rejected materials at no cost to the government. Plant materials must be watered properly as necessary to ensure survivability. Watering must be done in a way to prevent molding and per standard horticultural practices. Plant materials must be protected from drying, heating, smothering, freezing, crushing, drowning, abrasion, rapid temperature fluctuations, or contact with injurious substances. Plant materials must be stored at or near the planting site in a method per standard horticultural practices to ensure survivability/viability. Plant materials must be handled per nursery and industry standards including not carrying container stock by the stem. Planting must be done as requested and will meet industry standards to proper depth and soil back fill for each planting stock type. All containers, name tags, wires, stakes, and fashioners must be from trees and shrubs and properly disposed offsite. The task order will detail plant material types; amounts; species; minimum heights, minimum caliper measurements, length, and other sizes as appropriate; seed source information; dry fertilizer application if necessary; and other requirements. The Contractor's work plan must include access plans and details demonstrating how requirements will be

achieved including seed sources of planting materials, planting stock tagging and care, site preparation details, and planting plans.

2. **Personnel.** The contractor must furnish all employees required to satisfactorily perform the work to meet industry standards. All planting is to be overseen by an individual that has experience in ordering of required materials, operators, handling materials, planting techniques, and required equipment implementing planning of herbaceous plants, shrubs, and trees of various planting stock types.
3. **Materials.** The Contractor must furnish the following materials as required:
  - A. Any or all items listed under "Item 3" of "Section 2" of this SOW
  - B. Dry granular fertilizer
  - C. Herbicide with any associated surfactants, adjuvants, and/or dyes
4. **Equipment.** Examples of equipment types the Contractor may find necessary to utilize in meeting requirements:
  - A. Tractor with planter
  - B. Auger
  - C. Shovels
  - D. Planting bars
5. **Task order quote.** After review of the task order requirements, Contractor is to provide total cost per acre of herbaceous, shrub and tree planting. All costs involved in administering the task order, obtaining planting materials, equipment, operators, vessels, mobilization, demobilization, site preparation, mowing, spraying, and conducting the planting are to be included in the cost per acre of planting.

## SECTION 8

### HAND CREW CHAINSAW CUTTING

1. **Scope of work.** The Contractor must provide the personnel, materials, and equipment necessary to complete silvicultural thinning treatments and other hand crew chainsaw cutting work as requested. Work may include felling of trees to the ground and/or double girdling standing trees; herbicide application treatment may include: application to cut stumps, girdled cuts, basal, and/or foliar; selecting trees to cut for treatment; selecting desired leave trees; marking trees; and/or cutting trees that are already marked. Cutting activity must follow determined timeline requested and meet Section 7 compliance and wildlife management seasonal restrictions. The Contractor's work plan must include access plans and details demonstrating how requirements will be achieved including anticipated pesticide application records.
2. **Personnel.** The contractor must furnish all employees required to satisfactorily perform the work. All tree cutting is to be overseen by an individual that has experience in forest management tree cutting, removal, and thinning implementing silvicultural treatments in remote areas must oversee all ordering of required materials, maintenance of equipment, storage of equipment, operators, equipment, and provide daily on-site supervision. Proof of pesticide applicator certification and

license for the state application is being implemented is required. Reciprocal certification and license are acceptable for the state that the herbicide application is being implemented.

3. **Materials.** The Contractor must furnish the following materials as required:
  - A. Herbicide with any associated surfactants, adjuvants, and/or dyes
  - B. Tree marking paint
  - C. Tree flagging
4. **Equipment.** Examples of equipment that the Contractor may find necessary to utilize in meeting requirements:
  - A. All-terrain vehicle (ATV)
  - B. Utility terrain vehicle (UTV)
  - C. Chainsaw
5. **Task order quote.** After review of the task order requirements, Contractor is to provide total cost per acre of hand crew chainsaw cutting. All costs involved in administering the task order, surveying the site, marking trees to follow silvicultural treatments, herbicide application, materials, equipment, operators, vessels, mobilization, demobilization, and tree cutting are to be included in the cost per acre.

## SECTION 9 FORESTRY MULCHING

1. **Scope of work.** Utilizing a front-mounted, heavy-duty cylindrical rotary cutter that can be raised or lowered, all standing herbaceous vegetation, slash, and woody stems up to six inches in diameter at breast height must be mulched. Silvicultural treatment requirements will be provided to the Contractor as required. The Contractor must survey and mark forest management areas with silvicultural prescriptions according to the treatment requirements prior to forestry mulching. The Contractor must avoid damage to desired leave trees. Cutting activity must follow determined timeline requested and meet Section 7 compliance and wildlife management seasonal restrictions. When work is requested, silvicultural treatment prescription, location, area, rate, current conditions, and other details will be provided. The Contractor's work plan must include access plans and details demonstrating how requirements will be achieved.
2. **Personnel.** The contractor must furnish all employees required to satisfactorily perform the work. All forestry mulching is to be overseen by an individual that has experience in forestry mulching in remote areas must oversee all ordering of required materials, maintenance of equipment, storage of equipment, operators, and equipment, and provide daily on-site supervision.
3. **Materials and Equipment.** Examples of material and equipment types that the Contractor may need to furnish or utilize to meet requirements:
  - A. Tree marking paint and/or tree flagging

- B. Skid steer loader with forestry cutter head
  - C. Forestry mulcher
4. **Task order quote.** After review of the task order requirements, Contractor is to provide total cost per acre for forestry mulching. All costs involved in administering the task order, surveying the site, marking trees to follow silvicultural treatments, equipment, operators, vessels, mobilization, demobilization, and mulching are to be included in the cost per acre.

QUALITY ASSURANCE

## SECTION 10

### PERFORMANCE REQUIREMENTS SUMMARY

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Failure to meet acceptable levels
Herbicide spraying	Timely application to kill all targeted vegetation.	90%	File reviews, periodic inspections, random inspections, observations, customer complaints	Re-apply herbicide to meet AQL by timeframe identified and/or reduction of payment.
Supplying Planting Materials	Materials meet task order specifications and delivered at designated delivery date/date range and location.	100%	Inspection upon delivery. File review. Sampling of materials.	All materials not meeting specifications must be replaced with acceptable materials.
Planting seed, plugs, cuttings, rooted cuttings, bare root seedlings, containerized shrubs, and containerized trees	Planting meets specifications identified in task order.	95%	Planting material inspection, site inspection of planting, and inspection of individual planted materials.	Re-planting to meet AQL and/or reduction of payment.
Spatial Data Delivery	Spatial data delivery meets the specifications identified in task order.	99%	100 % Review of spatial data file in the office meeting required fields, entries, and spatial reference. 25% QA field inspection of required recorded data accuracy.	Re-work to meet AQL and reduction of 30% of planting payment until rectified.
Tillage, scarification, Seed bed preparation	Timely implementation to create bare soil conditions to specifications and location in task order.	90%	Periodic inspections, random inspections, observations, customer complaints	Re-work to meet AQL and/or reduction of payment



Mowing	Timely execution of mowing to specified conditions. Avoidance to residual damage of desired leave trees in mowing area.	95%	Inspection of treatment area, observations, periodic inspections.	Re-planting to replace damaged or cut-over desired/leave trees, additional mowing to meet AQL, and/or reduction of payment.
Treatment marking efforts	Timely execution of marking and location specifications identified in task order. Use of proper marking materials and coordinate projection with data delivery.	97%	File reviews, periodic inspections, random inspections, observations, customer complaints	Re-work to meet marking or locating requirements and/or reduction of payment.
Thinning Treatment, Girdling Treatment, and Forestry Mulching	Timely execution of cutting treatment to meet specifications identified in task order. Avoid damage to desired leave trees as specified in task order.	90%	Periodic inspections, random observations, and residual damage to desirable trees identified in task order.	Re-work to specified prescription requirements, planting to replace damaged or cut down desirable trees, and/or reduction of payment.
Delivery of work items meeting work execution timeline	Meeting timely execution of work items per required dates of completion as specified in task order.	100%	File reviews, observations, customer complaints	Reduction of payment.

INSTRUCTIONS TO OFFERORS

The following instructions expand on Federal Acquisition Regulation (FAR) provision 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES.

**1. REQUIRED SAM REGISTRATION:**

Prior to the RFP due date, offerors must be actively registered in the System for Award Management (SAM) website. Offerors can find registration instructions and complete registration at <https://www.sam.gov>.

**2. GENERAL:**

- i. The Contractor must provide all equipment, supplies (unless specified otherwise), labor, and supervision necessary to perform the work described for locations throughout Rock Island District.
- ii. Each work item must be performed according to this scope of work and requirements within subsequent task order SOWs.

**3. SCOPE OF WORK:**

The Scope of Work is described with the solicitation for Attachment 0002 - 2023\_Beaver\_Island\_HREP\_Stands\_A\_B\_placement for the first task order. Offerors should understand the services requested and then propose an appropriate amount on the Schedule of Prices/CLINS.

**4. WORK PLAN – TECHNICAL FACTOR**

See Evaluation Methods section of this solicitation for full details on how technical approach will be evaluated.

**5. ATTACHMENTS TO SOLICITATION**

All attachments to this solicitation must be downloaded from the <https://sam.gov> notice in the Attachments/Links section of the notice.

- a) Attachment 0001 – 2023 Beaver Island HREP Stands A and B Placement SOW
- b) Attachment 0002 – Schedule of Items & Prices\_FY23\_Beaver\_Island\_TSI\_Stands\_A\_B\_placement.xlsx
- c) Attachment 0003 – A22 - FY23\_Beaver\_Island\_Stands\_A\_B\_placement map.kmz
- d) Attachment 0004 – Area\_Map\_Beaver\_Island\_Stands\_A\_B.pdf
- e) Attachment 0005 – Locator\_Map\_Beaver\_Island\_Stands\_A\_B.pdf
- f) Attachment 0006 – Stands\_A\_B\_Map\_Beaver\_Island.pdf

**6. SCHEDULE OF PRICES – PRICE FACTOR:**

Offerors must propose on all items and entire quantities contained in **Attachment 0002 – Schedule of Items & Prices\_FY23\_Beaver\_Island\_TSI\_Stands\_A\_B\_placement** for the first task order to be considered for award. Any offers received that do not follow this requirement will be considered ineligible for award. The completed file must have Volume II added to the file name when submitted.

**7. WAGE RATES:**

Wage Rates will apply for any award resulting from this solicitation. See the included Wage Determinations (WD) for each area covered by the scope of work, and contract clause FAR 52.222-41, Service Contract Act for details. A copy of the current revision for each location will be incorporated into the RFTOPs and resultant task orders awarded. To see the current minimum wage rates, please go to <https://www.sam.gov>, navigate to wage determinations and search by WD number. A list of all WDs applicable to this requirement are in Table 2, below.

TABLE 2 – WAGE DETERMINATIONS BY STATE AND COUNTY

State	County	WD #
Iowa	Allamakee, Clayton	2015-4987
Iowa	Boone	2015-4995
Iowa	Clinton, Iowa Jackson	2015-5001
Iowa	Dallas, Warren, Polk	2015-4979
Iowa	Des Moines, Lee, Louisa, Muscatine	2015-4999
Iowa	Dubuque	2015-4981
Iowa	Jasper	2015-5003
Iowa	Johnson	2015-4983
Iowa	Linn	2015-4977
Iowa	Scott	2015-5011
Illinois	Adams, Brown, Cass, Morgan, Pike	2015-5053
Illinois	Bureau, Jo Daviess, Carroll, Whiteside	2015-5039
Illinois	Calhoun	2015-5075
Illinois	Fulton, Hancock, Mason, Schuyler	2015-5049
Illinois	Grundy	2015-5019
Illinois	Henderson	2015-5051
Illinois	La Salle	2015-5035
Illinois	Marmust, Peoria, Tazewell, Woodford	2015-5027
Illinois	Putnam	2015-5037
Illinois	Rock Island, Mercer	2015-5011
Missouri	Clark, Lewis, Marion, Ralls	2015-5097
Wisconsin	Crawford	2015-4929
Wisconsin	Grant	2015-4925

#### 8. DOCUMENTS TO RETURN:

To be considered eligible for award, offerors must complete and submit all of the following:

- ☐ Completed Solicitation as a single PDF:
  - Completed Cover Sheet, including Taxpayer ID Number, UEI, CAGE Code, Point of Contact, Phone Number and Email Address
  - Completed first page of solicitation, including offeror's complete mailing address, telephone number, offeror's name, title, and signature
  - Completed fill-in provisions and clauses pages

- Completed total price from Attachment 0002 written in on contract line item number 0001, which appears on immediately before the Basic Contract SOW in this solicitation
- ☐ Volume I: Technical Proposal
- ☐ Volume II: Price Proposal

**9. FILL IN PROVISIONS AND CLAUSES:**

Offerors must complete all fill-in provisions and clauses in the solicitation and ensure that is received by the due date and time shown on page one of the solicitation. Proposal submittal e-mail must have the solicitation number and title in the subject line (as displayed on sam.gov notice) and be submitted to Jocelyn Rain and Nicholas Moore, using the following email addresses: [jocelyn.w.rain@usace.army.mil](mailto:jocelyn.w.rain@usace.army.mil) and [nicholas.m.moore@usace.army.mil](mailto:nicholas.m.moore@usace.army.mil).

**10. SUBSEQUENT TASK ORDERS**

(a) When the Government requires work under this MATOC, an RFTOP will be issued to the MATOC contract holders. The RFTOP will include a Statement of Work (SOW) describing the work to be performed, any special instructions and conditions, work area maps, spatial data files, attachments (when necessary), information pertaining to a site visit, and any other requirements necessary for submission. In the event an offeror is unable to submit an offer in response to a RFTOP, the Contractor must notify the Contracting Officer in writing.

(b) Competition. All task orders will be awarded based on competition among the MATOC contract holders unless an exception to Fair Opportunity is justified and approved per FAR 16.505(b)(2).

(c) Site-Visits. Offerors' attendance at walk-throughs is considered vital to preparation of competitive and cost-effective offers and to understanding the total results desired by the Government. Failure to attend a site visit may not be used as an excuse for omission or miscalculation in offers. The Contractor will not be reimbursed for attendance during negotiations, site visits, or other proposal preparation costs.

(d) Evaluation Method and Procedures for Individual Task Orders. The evaluation factors for each task order may include a technical approach or be based on lowest price. The evaluation method will be determined during each RFTOP. A Schedule of Prices must be completed with each RFTOP.

(e) The work and services required under this contract must be completed by the Contractor within the time specified in each task order. No task order(s) will be issued after the expiration date of each MATOC contract. Task orders may be issued up to the expiration date of the contract. Individual task order delivery schedules may continue past the base contract's expiration; if this happens, the parties agree to be bound by the terms of the base contract MATOC as well as the task order, such that the expiration of

the base contract is extended to match the end of the task order delivery schedule (see FAR 52.216-22 INDEFINITE QUANTITY).

(f) Tentative Project Schedule/Task Order Plan. The table provided in the Solicitation Overview Table 1 is an anticipated list of individual task order requirements with general information of the work area and type and includes a tentative list of upcoming requirements and is subject to change based on mission requirements and funding levels. Updates to this task order plan may be distributed periodically to the contract awardees to provide insight to the locations of upcoming work.

EVALUTATION METHODS

1. Overview. The Government is conducting a Lowest Price Technically Acceptable source selection for this requirement. Proposals considered technically acceptable will be considered for award and the lowest price proposals will be ranked from lowest to highest. Awards will be made starting with the lowest priced until the most advantageous number of awards is achieved within the established range of minimum and maximum number of awards. The following instructions provide further detail to offerors, expanding on FAR provision 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021):
2. **Factor 1: Technical Approach.** The Government will evaluate each offeror's technical approach using a technical/risk rating which is either acceptable or unacceptable. The offeror's technical approach will include two subfactors for evaluation: work schedule and experienced staff.

TABLE 3 – TECHNICAL APPROACH RATING DEFINITIONS

Acceptable	Proposal meets the minimum requirements of the solicitation and is rated Acceptable for Technical Subfactor 1 and 2
Unacceptable	Proposal does not meet the minimum requirements of the solicitation or is rated Unacceptable for either Subfactor 1 or 2.

- A. Criteria for Technical Approach Evaluation: All criteria must be acceptable to be considered for award. If any of the criteria is unacceptable, then the entire submission is considered unacceptable. Technical Subfactor One - Work Schedule
- B. The offeror will be evaluated on understanding the overall work schedule for completion of work within the performance period. Work items should be in chronological order when work is to be completed sequentially. The work schedule must detail each element per work task below. Incomplete responses will be rated as unacceptable. At a minimum, these two elements must be detailed per task:
  1. Start date for the work item.
  2. Duration of days to complete work item.

Tasks required at the minimum to be included into the work schedule and at a minimum to have both evaluation elements provided:

- I. Nursery coordination
- II. Timber Stand Improvement (TSI) Treatment Marking
- III. Tree Cutting
- IV. Planting Trees and Shrubs
- V. Vegetation Monitoring and Treatment

TABLE 4 – SUBFACTOR ONE WORK SCHEDULE RATING DEFINITIONS

The ratings and definitions in this table will be used in evaluating each offeror's work plan:

<b>Rating</b>	<b>Definition</b>
Acceptable	The work schedule includes: all elements listed, reasonable durations, a reasonable sequence of work, and shows completion of all items by the end of the contract duration. Based on the work schedule proposed by the Offeror, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Unacceptable	The work schedule does not include: all elements listed, does not have reasonable durations, does not have a reasonable sequence of work, or does not show completion of all items by the end of the contract duration. Based on the work schedule proposed by the Offeror, the Government does not have a reasonable expectation that the Offeror will successfully perform the required effort.

TABLE 5 – SUBFACTOR ONE WORK SCHEDULE FORMAT FOR SUBMISSION

Work Task	Work Item	Element 1: Start Date	Element 2: Duration (Days)
Nursery Coordination	Initial Coordination 2023		
	Final Coordination 2023		
	Initial Coordination 2024		
	Final Coordination 2024		
Timber Stand Improvement	Treatment Marking		
Tree Cutting	First 20 acres		
	Remaining 59 acres		
Planting Trees and Shrubs	Fall 2023		
	Fall 2024		
Vegetation Monitoring and Treatment	Initial monitoring effort		
	Initial treatment		
	Final monitoring effort		
	Final treatment		

### C. Technical Subfactor Two – Experienced Staff

- I. The offeror will be evaluated on describing staff experience with the ability to understand silvicultural treatments to correctly mark the timber stand improvement and carry out the tree cutting work to meet the example task order contract requirements. Experience must be provided for at least three

employees. The format of provided information per employee may be in the form of a resume or short narrative describing the required elements.

- II. Element 1: Professional experience for each employee. Provide a description of the individual's level of education, certified forester designation, forest management treatment experience, and/or list forest management related work conducted, certifications, or training.
- III. Element 2: Example of recently implemented silvicultural treatment for each employee. Provide a description of the silvicultural treatment and the role or task(s) of that employee implementing that silvicultural treatment.

TABLE 6 – SUBFACTOR TWO – EXPERIENCED STAFF RATING DEFINITIONS  
THE RATINGS AND DEFINITIONS IN THIS TABLE WILL BE USED IN EVALUATING EACH OFFEROR'S EXPERIENCED STAFF.

Rating	Definition
Acceptable	Offerors who provide relevant examples of professional experience and silvicultural treatment for all three proposed staff. Based on the information provided the Government has a reasonable expectation the Offeror will successfully perform the required effort.
Unacceptable	Offerors who fail to provide relevant examples of professional experience and silvicultural treatment for all three proposed staff. Based on the information provided the Government does not have a reasonable expectation the Offeror will successfully perform the required effort.

TABLE 7 – SUBFACTOR TWO – EXPERIENCED STAFF FORMAT FOR REQUIRED INFORMATION.

Experienced Staff	Element 1: Professional Experience	Element 2: Example of employee performance
Employee 1	Experience of employee 1	Listed silvicultural treatment and work implemented by employee 1
Employee 2	Experience of employee 2	Listed silvicultural treatment and work implemented by employee 2
Employee 3	Experience of employee 3	Listed silvicultural treatment and work implemented by employee 3

- 1. Factor 2: Price. Task Order prices submitted as part of each offer will be evaluated for price reasonableness in accordance with FAR Part 15.
- 2. Discussions



- i. General Information. In accordance with FAR 15.306(d), discussions with each Offeror may be held. Should discussions take place, all Offerors in the competitive range will be allowed a minimum of seven (7) calendar days to submit final proposal revisions.
- ii. Discussion Scheduling. If discussions are conducted, the Contracting Officer will schedule the discussion sessions, and each Offeror will be notified of the time and place at least three (3) business days prior to their discussion session. Appropriate security clearances should be provided by the Offerors in sufficient time to process the requests. The Contracting Officer will provide additional instructions with the notification. The discussion sessions will take place by the method of the Government's choosing.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY23 Beaver Island TSI Stands A & B FFP This CLIN is the offeror's proposed price for Beaver Island TSI Stands A B Placement Proposals FOB: Destination MILSTRIP: 96514730178020 PURCHASE REQUEST NUMBER: 96514730178020 PSC CD: F099	1	Job		

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#### 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	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 02-JUL-2023 TO 29-JUN-2028	N/A	US ARMY ENGINEER DISTRICT, ROCK ISLAND CEMVR 1500 ROCK ISLAND DRIVE ROCK ISLAND IL 61201 FOB: Destination	W912EK

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-6	Unique Entity Identifier	OCT 2016
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.210-1	Market Research	NOV 2021
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8 (Dev)	Utilization of Small Business Concerns (Deviation 2023-O0002)	DEC 2022
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	DEC 2022
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011

52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
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
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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
252.215-7008	Only One Offer	DEC 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
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	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

(a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [ \_\_\_\_ ] has or [ \_\_\_\_ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_

Immediate owner legal name: \_\_\_\_

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[ \_\_\_\_ ] Yes or [ \_\_\_\_ ] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

\_\_\_\_\_

Highest-level owner legal name:

\_\_\_\_\_

(Do not use a ``doing business as" name)

(End of provision)

## 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 and 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) Representations. 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.

(End of provision)

#### 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representations.

(1) The Offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

#### 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that--

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

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

#### 52.212-2 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: **See section IV. Evaluation Methods in this solicitation.**

(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.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2023-O0002) (DEC 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision -

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service -



(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except -

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate -

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology -

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically -

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service - disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern –

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that -

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by -

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern -

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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 \_\_\_\_.

[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.]

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.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that -

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that -

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2).

[The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c).

[The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]

Note to paragraphs (c)(8) and (9):

Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and

will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246 -

(1) Previous contracts and compliance. The offeror represents that -

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that -

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American - Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
____	____	____
____	____	____
____	____	____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
_____
_____
_____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) Buy American - Free Trade Agreements - Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American - Free Trade Agreements - Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act.”

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act.”

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.
_____
_____
_____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American - Free Trade Agreements - Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act”:

Israeli End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American - Free Trade Agreements - Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of origin
---------------	-------------------

___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals -

(1) [ \_\_\_ ] Are, [ \_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_ ] Have, [ \_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3) [ \_\_\_ ] Are, [ \_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_ ] Have, [ \_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ☐ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ☐ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly -

(1) [ ☐ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [ ☐ ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [ ☐ ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ☐ ] does [ ☐ ] does not certify that -

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ ☐ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [ ☐ ] does [ ☐ ] does not certify that -

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies -



(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ ] TIN: \_\_\_\_\_.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_.

(5) Common parent.

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that -

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror -

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if -

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [ ☐ ] has or [ ☐ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: .

Immediate owner legal name: .

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: [ ☐ ] Yes or [ ☐ ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: .

Highest-level owner legal name: .

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that -

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that -

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

(ii) It is [ ☐ ] is not [ ☐ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ☐ ] is or [ ☐ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:  (or mark "Unknown").

Predecessor legal name: .

(Do not use a "doing business as" name).

(s) [Reserved]

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ☐ ] does, [ ☐ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ☐ ] does, [ ☐ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services - Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) 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”.

(2) The Offeror represents that -

(i) It [ ☐ ] does, [ ☐ ] 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ☐ ] does, [ ☐ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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.

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (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 \$700,000 (\$1.5 million for construction of any public facility), 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 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (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 Act 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 Act 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 (MAY 2014) (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). Flow down required in accordance with paragraph (c) of 52.232-40.

(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.

(End of clause)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or

task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **1,824 days from contract award date**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$250,000.00**;

(2) Any order for a combination of items in excess of **\$250,000.00**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **30** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 01 December 2029.

(End of clause)

**52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

**52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)**

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

COL Jason K Jefferis, Deputy Director of Contracting  
USACE HQ  
441 G St NW  
Washington, DC 20314-0001  
(202) 761-4707  
[Jason.K.Jefferis@usace.army.mil](mailto:Jason.K.Jefferis@usace.army.mil)

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (DEVIATION 2023-O0002) (MAR 2023)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

Small business concern—

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and



(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is **115310**.

(2) The small business size standard is **\$11,500,000.00**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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

(c) Representations.

(1) The offeror represents as part of its offer that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

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

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

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (DEVIATION 2023-O0002) (MAR 2023)  
ALTERNATE I (SEP 2015)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

Small business concern—

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is **115310**.

(2) The small business size standard is **\$11,500,000.00**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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

(c) Representations.

(1) The offeror represents as part of its offer that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

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

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

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (FEB 2023)

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

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

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
  - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
  - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
  - (4) Orders expected to exceed the simplified acquisition threshold and that are—
    - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
    - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
  - (5) Orders, regardless of dollar value, that are—
    - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
    - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
  - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

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

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

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

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

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



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

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

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

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

(End of clause)

## 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

District Contracting Chief  
U.S. Army Corps of Engineers  
1500 Rock Island Drive  
Rock Island, IL 61201

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 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):

<https://www.acquisition.gov>

(End of provision)

#### 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>

(End of clause)

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

- (a) The use in this solicitation of any **Federal Acquisition Regulation** (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any **Defense Federal Acquisition Regulation Supplement** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**MVR.10****SERVICE CONTRACT REPORTING**

The Service Contract Reporting (formerly eCMRA) requirement has transitioned to the System for Award Management (<https://www.sam.gov>).

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the U.S. Army Corps of Engineers via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://sam.gov/content/entity-reporting>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. All data shall be reported no later than October 31 of each calendar year of contract/task order performance.

**MVR.12****System for Award Management (SAM) Notarized Letter Process**

All non-federal entities must mail an original, signed notarized letter to the Federal Service Desk within 60 days of activation.

You must mail the original, notarized letter to:

**FEDERAL SERVICE DESK**  
ATTN: SAM.GOV REGISTRATION PROCESSING  
460 INDUSTRIAL BLVD  
LONDON, KY 40741-7285

More information on the letter requirements can be located at:

[https://www.sam.gov/SAM/transcript/Quick\\_Guide\\_for\\_Contract\\_Registrations.pdf](https://www.sam.gov/SAM/transcript/Quick_Guide_for_Contract_Registrations.pdf)

For FREE help registering in SAM, contact the supporting Federal Service Desk (FSD) at <https://www.fsd.gov/>

Also, entities registered in SAM are advised to log into SAM ([www.sam.gov](http://www.sam.gov)) and review their registration information, particularly their bank account information for Electronic Funds Transfer

(EFT) on the financial information page. Contact the supporting Federal Service Desk at [www.fsd.gov](http://www.fsd.gov), or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally) Monday through Friday from 8 a.m. to 8 p.m. (EDT), for FREE assistance.

WAGE DETERMINATION

See Instructions to Offerors Section, paragraph 7 and Table 2 for applicable wage determinations for this requirement.