

USDA Forest Service
San Juan National Forest
Collaborative Forest Landscape Restoration Program's (CFLRP)
Turkey-Devil Fuels Reduction

(i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6 of the Federal Acquisition Regulation, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

(ii) This solicitation is issued as a Request for Proposal (RFP).

(iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-02.

(iv) This procurement is a total small business set aside. The NAICS code is 115310 Support Activities for Forestry and the Small Business Size Standard is \$34.0.

(v) Schedule of Items/Price Schedule

Item	Supplies/Services	Qty	Unit of Issue	Unit Price	Total Price
0001	Turkey 1-4A Covering: Mowing and shredding of Vegetation	844	Acres	\$	\$
0002	Optional Item: Devil 1 Mowing and shredding of Vegetation	364	Acres	\$	\$

Period of Performance: 22 May 2023 through 30 November 2023

QUOTATION FURNISHED BY:

Name_____ Phone_____

Address_____ E-mail_____

City_____ State_____

Zip Code_____ UEI_____

US Department of Agriculture (USDA)



Statement of Work

Dated:13 April 2023

Project

Turkey-Devil Fuels Reduction Project

General Information

1.0 Scope of Work

The purpose of this project is to masticate (mow and shred) understory shrubs and small diameter trees to reduce risk of catastrophic wildfire impacting adjacent homes and infrastructure, improve forest health and improve wildlife habitat. There are 4 primary units identified as Turkey 1-4A covering 844 acres and an optional item, Devil1, of 364 acres.

2.0 Background

Wildland fire impacting homes and infrastructure has become increasingly common in the western United States. This Turkey-Devil Fuels Reduction Project is designed to reduce that risk to the most densely populated part of Archuleta County. The project enhances previous fuels reduction projects in the area. Approximately 80% of the project area falls within the Wildland-Urban Interface.

The project is located on the San Juan National Forest, Pagosa Ranger District in Archuleta County, Colorado approximately 7 miles west/northwest of the Town of Pagosa Springs. The Pagosa Ranger District is responsible for the project.

Contractor Requirements

3.0 Technical Requirements / Tasks

Contractors are to provide all labor, supplies and equipment to mechanically masticate (mow and shred) designated vegetation with a rubber-tired machine equipped with a vertical or horizontal shaft mowing head capable of working on slopes up to 35 percent and mulching trees or logs up to 12 inches in diameter at breast height (DBH). Contractor must have a minimum of two machines and operators on site for all operations. Metal tracked equipment is prohibited. All work shall be performed in accordance with this statement of work and all federal, state and local laws and regulations.

4.0 Government Furnished

No Government-Furnished property is provided for this project. Forest Service will provide georeferenced maps and/or kmz or shapefiles to the contractor.

5.0 Deliverables / Schedule

Schedule - Work shall begin as soon as possible after contract award. All work shall be completed by November 30, 2023. Contractor may work 7 days a week from sunrise to sunset. Contractor may work on federal holidays with COR approval.

Deliverables - The following standards apply to all Treatment Units:

- 1) Mow and shred 80 percent of the canopy cover area of Gambel oak and associated shrubs, greater than 2 feet tall, in a natural mosaic pattern. Mow and shred entire clumps and leave isolated clumps in openings. Do not mow large Gambel oak (DRC 6 inches or greater) except to remove ladder fuels under large ponderosa pine and Douglas fir trees. Emphasis will be on mowing clumps of oak underneath and adjacent to overstory trees to reduce “ladder” fuels.
- 2) Mow and shred ponderosa pine trees no greater than 12 inches DBH and at least 3 feet tall to enhance clumpiness and openings. Select trees that display any of the following:
 - a) Suppressed trees within 20 feet of the drip line of a pre-settlement ponderosa pine or Douglas-fir
 - b) a live crown ratio less than 30 percent of the total tree height
 - c) severe dwarf mistletoe (more than 30 percent of the live tree crown infected)
 - d) dead or broken tops
 - e) severe bend or crook.
- 3) Mow and shred all Douglas-fir, white-fir and blue spruce trees that are less than 6 inches DBH and at least 3 feet tall. Emphasis should be placed on mowing trees which can serve as ladder fuels to overstory trees.
- 4) Mow and shred juniper less than 14 inches with the exception of large open grown juniper.
- 5) In Turkey Unit 4A, mow 80% pine regeneration to reduce stocking. Emphasis on leaving well-formed healthy trees as future overstory replacement trees.
- 6) All mowed vegetation shall be shredded such that 80 percent of the mulch material is less than 4 inches in diameter and 12 inches long and no woody piece is greater than 8 feet in length. Eighty (80) percent of the mulch and chips resulting from the mowing and shredding must be distributed on the ground surface at a depth less than 4 inches and none of the mulch and chips shall be deeper than 6 inches. Small amounts of branches, stems and tops resulting from the mowing and shredding (not more than 20% of treated material) may be higher than 6 inches but no more than 24 inches above the ground.
- 7) Stumps and stubble heights must be less than 8 inches above the ground surface or above any obstacle.
- 8) Do not mow pre-settlement ponderosa pine of any size.

6.0 RESOURCE PROTECTION STANDARDS

Water Quality- The following measures shall be observed to protect stream courses:

1. Mowing/shredding equipment shall not be operated in riparian areas or stream courses except at crossings designated by the Forest Service. Equipment shall not be permitted in wetlands or wet meadows. These areas are protected by description and are not delineated on the ground.
2. The Contractor shall not cross any drainages, gullies, channel bottoms or swales at a point where banks exceed 30% slope.
3. Access routes to Treatment Units shall be designated by the Forest Service. Temporarily opened roads and main trails created by the equipment will be assessed by the Forest Service and, if necessary, rehabilitated by the Contractor to provide drainage, stop erosion, encourage revegetation and discourage unauthorized off-road travel. Rehabilitation could include blading out ruts, out sloping, constructing water bars, ripping, and/or covering with slash, and seeding.

Wet Period Restrictions

Travel on native surface roads and off-road with equipment is restricted when the soil is saturated. If the soils are saturated such that **ruts 4 inches or deeper and at least 10 feet long** are created by heavy vehicles, the Contractor must stop operations with heavy equipment and wait until the ground dries out or freezes. If the Contractor fails to stop operations and creates significant soil damage, the Contractor will be required to repair the damage and rehabilitate the site. Repair and rehabilitation may include any of the following: (1) surface blading of roads; (2) filling and leveling ruts to original contour; (3) providing drainage; (4) seeding. If the wet conditions persist, the COR may issue a "Suspend Work Order" until conditions improve.

Other Resource Protection

All of the activities associated with this project shall be conducted in such a manner that there shall not be any adverse impact to the following resources listed.

- 1) **Improvements and Survey Monuments** - The Contractor(s) shall avoid any damage to improvements such as, but not limited to, fences, gates, utility poles, power lines, survey markers or monuments. The Contractor will be required to repair or pay fair market value to replace any damaged improvements. Known survey markers are shown on the Project Area map and the Forest Service will attempt to locate and flag survey markers and bearing trees prior to treatment.
- 2) **Soils** - The Contractor shall minimize soil disturbance to less than 15% of the treatment area. Soil disturbance includes bare soil exposed at the completion of the treatment and soil that is disturbed and then covered with mulch/chips.
- 3) **Protected trees:** The Contractor must avoid damaging protected trees including: (1) ponderosa pine and Douglas fir snags over 15 inches DBH and 12 ft. tall, (2) live standing trees not designated for mulching and shredding and (3) all bearing trees.

The COR may require the Contractor to cut and/or shred trees damaged by the Contractor or Subcontractors. The COR or designated inspector will identify and mark all damaged trees. If the damage is excessive the Contractor will be charged a rate of \$20/tree. To be considered a damaged tree one of the following criteria must apply:

- a. Bark is removed from more than 50% of the circumference
 - b. the top is broken
 - c. more than 30% of the cross-section of the bole is removed
 - d. more than 30% of the live crown removed
- 4) **Cultural Sites** – The Treatment Units have been surveyed for all cultural sites prior to layout, however should any heritage or cultural sites be discovered during operations, the Contractor should immediately stop treatment in that area and contact the COR who will notify the District Archeologist. To reduce risk of damage to undetected cultural sites, Contractor must use high flotation tires on shredding/mulching equipment and all equipment must remain within the Treatment Unit boundaries or on pre-approved access routes.
- 5) **Operating Season Restrictions to Protect Wildlife**
- No restrictions will be applied within this section of the contract.

7.0 Safety

Safety

When the Contractor's operations are in progress adjacent to or on roads and trails open to public travel, the Contractor shall furnish, install and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with the Contractor's operations. A traffic control plan shall be agreed to by the Contractor and the Forest Service prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD)

Warning signs must be posted at least 300 feet away from the machinery on roads and trails adjacent to the Treatment Units while the shredding/ mowing machinery is in operation.

Contractor shall avoid dispersing slash on adjacent private land.

Road Maintenance

Commensurate with use, the Contractor is responsible for maintaining all roads within the Project Area. Maintenance shall be performed in a timely manner to prevent rutting and seasonal weather damage, and safeguarding soil and water quality, and provide for safe use. Specifications for road maintenance activities are listed below.

a. Visibility

The Contractor shall remove vegetation or other obstructions to driver visibility caused by Contractor's activities during the permit period.

b. Drainage Maintenance

The Contractor shall keep ditches, culverts, water bars and other drainage facilities clear and functioning.

Noxious Weeds

Cleaning of Equipment- The Contractor shall insure all equipment moved onto Forest Service land is free of soil, seeds and vegetative matter or other debris that could contain or hold seeds. The Contractor shall employ whatever cleaning methods are necessary to insure compliance, and shall notify the Contracting Officer Representative (COR) at least 3 business days prior to moving each piece of equipment onto Forest Service land. Arrangements will be made for the COR or a designated Inspector to inspect each piece of equipment prior to it being moved onto Forest Service land.

"Equipment" includes all machinery except for log trucks, chip vans, pickup trucks, cars, or other vehicles primarily for transport of personnel.

8.0 Travel

Travel associated with this project is the sole responsibility of the contractor.

9.0 Contractor's Key Personnel

The Contractor and his/her employees shall be capable and experienced in mastication operations in a pine/oak fuel type.

The on-site supervisor shall have a minimum of 5 years of experience operating mastication equipment in ponderosa pine/oak fuel type projects and demonstrated ability in both supervision and mastication work.

The operators to be utilized on this project, shall have the experience in mastication operations and number of years operating the type of equipment described in section 3.0, above.

10.0 Attachments:

Attachment 1: Turkey_Devil 2023 Project Map

Attachment 2: Wage Determination: 1976-1351Rev 68. Dated: 12/27/2022

CLAUSES

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

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (DEC 2022) (DEVIATION 2017-1, DEVIATION APR 2020, DEVIATION DEC 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

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

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

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

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

☒ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) **(DEVIATION 2017-1)**

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

☐ (6) [Reserved].

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

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

☐ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101note).

- ☐ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (11) [Reserved].
- ☒ (12) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C.657a).
- ☐ (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (14) [Reserved]
- ☒ (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C.644).
 - ☐ (ii) Alternate I (Mar 2020) of 52.219-6.
- ☐ (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☒ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).**(DEVIATION DEC 2022)**
- ☐ (18) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).
 - ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
 - ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
 - ☐ (iv) Alternate III (Jun 2020) of 52.219-9.
 - ☐ (v) Alternate IV (Sep 2021) of 52.219-9.
- ☐ (19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
 - ☐ (ii) Alternate I (MAR 2020) of 52.219-13
- ☒ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C.637s)
[Contracting Officer check as appropriate.]
 - ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
 - ☒ By the end of the performance period for each order issued under the contract.
- ☐ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- ☒ (23) (i) 52.219-28, Post Award Small Business Program Representation (Oct 2022) (15 U.S.C. 632(a)(2)).
 - ☐ (ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☒ (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- ☒ (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ☒ (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
 - ☒ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - ☐ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☒ (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

- ☐ (ii) Alternate I (Jul 2014) of 52.222-36.
- ☒ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (37) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (38) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (41) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (42) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ☐ (44) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 - ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (49)(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
 - ☐ (ii) Alternate I (Oct 2022) of 52.225-1
- ☐ (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ☐ (ii) Alternate I [Reserved]
 - ☐ (iii) Alternate II (Dec 2022) of 52.225-3.
 - ☐ (iv) Alternate III (Jan 2021) of 52.225-3.
 - ☐ (v) Alternate IV (Oct 2022) of 52.225-3.
- ☐ (51) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- ☒ (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (53) 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).
- ☐ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.3805).
- ☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.3805).
- ☒ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ☐ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- ☐ (62) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) **(DEVIATION APR 2020)** (31 U.S.C.3332).
- ☐ (63) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- ☐ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
 - ☐ (iii) Alternate II (Nov 2021) of 52.247-64.

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

Contracting Officer check as appropriate.

- ☒ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C.5341](#) or [5 332](#).

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

Employee Class	Monetary Wage/Fringe Benefits
08190 FORESTRY TECHNICIAN	GS 6/\$23.39

- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- ☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- ☒ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- ☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- ☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

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

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

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

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

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

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

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

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

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

(xxii) 52.247-64, 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.

Additional Requirements/Terms and Conditions:

Clauses:

52.203-3 Gratuities (APR 1984)

52.203-16 Preventing Personal Conflicts of Interest (JUN 2020)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

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

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

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)

(a) Definitions. As used in this clause–

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

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

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.228-5 Insurance – Work on a Government Installation (JAN 1997)

52.232-18 Availability of Funds (APR 1984)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.242-15 Stop-Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

52.245-1 Government Property (SEP 2021) Alt 1 (APR 2012)

52.245-9 Use and Charges (APR 2012)

52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Clauses:

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

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

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

Deviations to clauses may be viewed at:

<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR __4__) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

452.204-70 Modification for Contract Closeout (OCT 2021)

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

(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

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

452.228-71 Insurance Coverage (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in

States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. (1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and 500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

452.237-74 Key Personnel (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **Contract Representative.**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

452.237-75 Restrictions Against Disclosure (FEB 1988)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to

know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

Data Rights – General

1. The contractor will treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency has unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
2. The contractor will not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
3. The contractor will not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
4. The contractor will not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
5. The Government Agency owns the rights to all data/records produced as part of this contract.
6. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor will deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
7. The contractor agrees to comply with Federal and agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
8. No disposition of documents will be allowed without the prior written consent of the contracting officer. The agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the agency or destroyed without regard to the provisions of the agency records schedules.
9. The contractor is required to obtain the contracting officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and agency guidance for protecting sensitive and proprietary information.
10. The contracting officer needs to inform contractors of their responsibilities regarding records management if the contract involves access to agency records.

PROVISIONS

52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (NOV 2021) (Provision) Addenda to provision 52.212-1:

- 1) Offerors must have an active entity registration in the System for Award Management in order to submit an offer. <https://www.sam.gov/SAM>
- 2) Offers submitted in response to this solicitation shall include a technical proposal, experience, past performance, local employment plan and price proposal Page 1 of this solicitation.
 - a) Technical Proposal: The technical proposal shall address the evaluation factors in 52.212-2. At a minimum, the technical proposal shall include experience, past performance, and local employment plan.
 - i) Experience. Provide a Resume for the on on-site supervisor, list minimum of 5 years of experience operating mastication equipment in ponderosa pine/oak fuel type projects and demonstrated ability in both supervision and mastication work. Provide a list of names of the operators to be utilized on this project, experience and number of years operating the type of equipment described in section 1.0, above.
 - ii) Past Performance – Provide a list of three (3) relevant past projects the contractor has performed within the past 3 years along with contact information so the government may contact prior customers to evaluate past performance. Include a brief description of the project, dollar amount, year completed, and project owner contact information (name, phone, and email). The government may use past performance information from any available source. The Government will review past performance and may contact some of each Offeror's references to determine whether the offer conforms to the terms and conditions of its contracts, obeys the law, is honest, reasonable, and cooperative; maintains good labor relations; manages its subcontractors effectively; and is committed to customer satisfaction.
 - iii) Local Employment Plan. Public Law 106-291 provides for the enhancement of local and small business employment opportunities in rural communities. This may be accomplished by award to a local entity other than a large business, providing employment and training opportunities to people in rural communities, and/or hiring or training a significant percentage of local people to complete the contract. Local is determined by contract location. For this factor provide the following information:
 1. Evidence that quoter is a local entity, if applicable
 2. Planned percentage of contract workforce that will be composed of local, rural community residents.
 3. Planned number of employees to be trained for contract performance.
 4. Planned number of employees to be trained that are local rural community residents.
 5. Explanation of how you will accomplish what you have planned.
 6. Any additional plans to enhance local small business opportunities in rural communities.

f) Price – Include the following: 1) Complete Page 1 of this solicitation. The Offeror shall submit pricing information to support the completeness and reasonableness of their proposed price for Line Item 0001 and Option Item 0002. The pricing information submitted should fully support the SOW requirements for each major functional element specified in the SOW.

- iv) Submit offer by email to **Isabel Wimbish@usda.gov** so that it is delivered into this inbox by 10:00 a.m MST, May 8, 2023. Emails should contain 3 separate attachments (Technical Proposal, Price Proposal Page 1 of this solicitation, and Contractor Representations and Certifications). Microsoft Word or Adobe PDF format. Be aware that large attachments may increase the time required to deliver an email.

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

The Government will award a contract resulting from this solicitation to the offer that conforms to this solicitation and that will be most advantageous to the Government. The following factors shall be used to evaluate offers:

1) Technical Capability

The technical shall include, at a minimum, the information identified below in sufficient detail to allow for evaluation based on the criteria identified in Evaluation Criteria. It is strongly suggested that offerors organize their technical proposal with individual sections that address each of the following evaluation criteria:

Factor a) Experience. Provide a Resume for the on on-site supervisor, list minimum of 5 years of experience operating mastication equipment in ponderosa pine/oak fuel type projects and demonstrated ability in both supervision and mastication work. Provide a list of names of the operators to be utilized on this project, experience and number of years operating the type of equipment described in section 1.0, above.

Factor b) Past Performance. Provide a list of three similar projects completed by your firm over the past three years. Include a brief description of the project, dollar amount, year completed, and project owner contact information (name, phone, and email). The Government may use past performance information from any available source. In the past performance evaluation, the Government may use information from sources other than what the offeror provides. When no past performance information is available, the offeror will not be evaluated favorably or unfavorably.

Factor c) Local Employment Plan. Local Employment Plan. Public Law 106-291 provides for the enhancement of local and small business employment opportunities in rural communities. This may be accomplished by award to a local entity other than a large business, providing employment and training opportunities to people in rural communities, and/or hiring or training a significant percentage of local people to complete the contract. Local is determined by contract location. For this factor provide the following information:

- 1) Evidence that quoter is a local entity, if applicable
- 2) Planned percentage of contract workforce that will be composed of local, rural community residents.
- 3) Planned number of employees to be trained for contract performance.
- 4) Planned number of employees to be trained that are local rural community residents

- 5) Explanation of how you will accomplish what you have planned.
- 6) Any additional plans to enhance local small business opportunities in rural communities.

2) Price Proposal. Complete and return page one of this solicitation.

3) Representations and Certifications-Complete and return section of this solicitation.

Award will be based on the best value to the Government. The elements in the Technical Offer, when combined, are significantly more important than cost or price.

A written notice of award or acceptance of an offer emailed 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.

Representations and Certifications

(Complete highlighted items in this section and return with your offer)

VENDOR NAME:

VENDOR UEI:

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

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

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a

contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

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

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. Write "None" if there are no changes needed to your online reps and certs. Offerors that are representing as joint ventures should submit their socio-economic status in the space provided above until such time that SAM.gov has been updated to include the joint venture representations contained within provision 52.212-3 paragraph (c).

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

52.204-7 System for Award Management (OCT 2018)

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

52.216-27 Single or Multiple Award (OCT 1995)

52.217-5 Evaluation of Options. (July 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Clauses:

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

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

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

Deviations to provisions may be viewed at:

<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

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