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|---|--|-----------------------------|--------------------|--|---|--|--|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i> | | | | 1. REQUISITION NUMBER 0040635086 | | PAGE OF 1 20 | | |
| 2. CONTRACT NO. | | 3. AWARD/ EFFECTIVE DATE | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER 140FS323Q0233 | | 6. SOLICITATION ISSUE DATE 08/31/2023 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME Lee Riley | | | b. TELEPHONE NUMBER 4046794158 | | 8. OFFER DUE DATE/LOCAL TIME 09/14/2023 1500 ED | |
| 9. ISSUED BY FWS SAT Team 3 FWS SAT Team 3 5275 Leesburg Pike Falls Church VA 22041 | | | CODE FS3 | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 333111 SIZE STANDARD: 1,250 | | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING | | |
| 15. DELIVER TO FWS SOUTHEAST LOUISIANA REFUGES 61389 HIGHWAY 434 LACOMBE LA 70445-2667 | | | CODE 0008349785 | 16. ADMINISTERED BY FWS, SAT Team 3 FWS, SAT Team 3 5275 Leesburg Pike Falls Church VA 22041 | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP CODE FS3 | | |
| 17a. CONTRACTOR/ OFFEROR | | CODE | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY | | | | CODE |
| TELEPHONE NO. | | | | <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | |
| | SOLICITATION 140FS323Q0233: LA SELA REFUGES-ROTARY MOWER. Heavy Duty hydraulic 15 foot wide Flex-wing rotary cutter. Specification for rotary cutter attached. PPR: 2011531 Contracting Point of Contact, Lee Ann Riley can be reached at lee_riley@fws.gov All questions should be submitted via email only. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | | | | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | | | | |
| <input type="checkbox"/> 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. | | | | |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or print) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (Type or print) | | 31c. DATE SIGNED | | |
| | | | | Todd Annes | | | | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 00010 | <p>Questions/Clarification: Email Subject Line: 140FS323Q0220. Question/Clarification Due Date: Thursday, September 7, 2023, at 3:00PM EST</p> <p>RFQ Response: Email Subject Line: 140FS323Q0233. Quotation Due Date: Thursday, September 14, 2023, at 3:00PM EST</p> <p>Delivery: 12/31/2023 Period of Performance: 09/30/2023 to 12/31/2023</p> <p>Flex Wing Rotary Cutter</p> <p>VENDOR SAM.GOV UEI NUMBER: _____</p> | 1 | EA | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

| | |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

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|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

| | | |
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| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

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|---|--------------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY (<i>Print</i>) |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE |
| | 42b. RECEIVED AT (<i>Location</i>) |
| | 42c. DATE REC'D (YY/MM/DD) |
| | 42d. TOTAL CONTAINERS |



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Region 4, Acquisition Goods and Services
Joint Administrative Operations
1875 Century Blvd, Suite 310
Atlanta, GA 30345



NOTICE TO OFFERORS

Solicitation Number: 140FS323Q0233

Description: LA SELA ROTARY MOWER

Location: FWS Southeast Louisiana Refuges
61389 Highway 434
Lacombe, LA 70445

Instruction to Offerors:

Before submitting an offer, please read the entire solicitation package carefully. Return the following items with your response:

- SF1449 – Form provided with Solicitation.
- Signed SF30s or Acknowledgment of any/all Amendments to Solicitation (if applicable)
- Quote Response/Quote Schedule and Past Performance

Interested contractors **must be registered and active in SAM (System for Award Management, www.sam.gov)** and complete online representations and certifications before the solicitation response due date.

RFQ Response: Email Subject Line: 140FS323Q0233 – Quotation
Due Date: Thursday, September 14, 2023, at 3:00PM EST

Basis for Award: Lowest Price Responsive and Responsible Quote

Questions/Clarification: Email Subject Line: 140FS323Q0220 – Question/Clarification
Due Date: Thursday, September 7, 2023, at 3:00PM EST

Contracting Point of Contact, Lee Ann Riley can be reached at lee_riley@fws.gov

All questions should be submitted via email only.

When submitting questions or quotes, please be sure to include the solicitation number 140FS323Q0233 in the subject line of your email.

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G - Contract Administration Data

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [Contracting Officer to edit and include the documentation required under this contract]:

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

I - Contract Clauses

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this website address: <https://www.acquisition.gov/browse/index/far>

52.204-7 System for Award Management. (OCT 2018)

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

52.212-1 Instructions to Offerors - Commercial Items. (JUN 2020)

52.212-3 Offeror Representations and Certifications-Commercial Items. (FEB 2021)

52.212-4 Contract Terms and Conditions - Commercial Items. (OCT 2018)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (JUN 2020)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (OCT 2020)

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 Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the

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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-

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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:

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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.

52.204-26 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.

52.212-2 Evaluation - Commercial Items. (OCT 2014)

(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: **best value to include the acceptance of trade items, distance from the user location, vendor ability to accommodate lightbar transfer from the trade to the new unit, the boat's ability to function in heavily vegetated areas, the ability to withstand use in salt water environments, delivery timeframe, past performance, and price.**

Technical and past performance, when combined, are more important when compared to price

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (JAN 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

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(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. 3805 note](#))).

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

__ (1) [52.203-6](#), Restrictions on *Subcontractor* Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

__ (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.)

x (4) [52.204-10](#), Reporting *Executive Compensation* and *First-Tier Subcontract* Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

__ (6) [52.204-14](#), *Service Contract* Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) [52.204-15](#), *Service Contract* Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

x (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for *Debarment*. (Nov 2021) ([31 U.S.C. 6101 note](#)).

__ (9) [52.209-9](#), Updates of Publicly Available *Information* Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

__ (10) [Reserved].

__ (11) [52.219-3](#), Notice of *HUBZone* Set-Aside or Sole-Source Award (Sep 2021) ([15 U.S.C. 657a](#)).

__ (12) [52.219-4](#), Notice of Price Evaluation Preference for *HUBZone* Small Business Concerns (Sep 2021) (if the *offeror* elects to waive the preference, it *shall* so indicate in its *offer*) ([15 U.S.C. 657a](#)).

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- __ (13) [Reserved]
- __ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- __ (ii) *Alternate I* (Mar 2020) of [52.219-6](#).
- __ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- __ (ii) *Alternate I* (Mar 2020) of [52.219-7](#).
- __ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) *Alternate I* (Nov 2016) of [52.219-9](#).
- __ (iii) *Alternate II* (Nov 2016) of [52.219-9](#).
- __ (iv) *Alternate III* (Jun 2020) of [52.219-9](#).
- __ (v) *Alternate IV* (Sep 2021) of [52.219-9](#).
- __ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (ii) *Alternate I* (Mar 2020) of [52.219-13](#).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Sep 2021) ([15 U.S.C. 637s](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ([15 U.S.C. 657f](#)).
- __ (22) (i) [52.219-28](#), Post Award Small Business Program Re-representation (Sep 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (ii) *Alternate I* (Mar 2020) of [52.219-28](#).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) ([15 U.S.C. 637\(m\)](#)).
- __ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (26) [52.219-33](#), *Nonmanufacturer* Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- _x_ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- _x_ (28) [52.222-19](#), *Child* Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

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- _x_ (29) [52.222-21](#), Prohibition of *Segregated Facilities* (Apr 2015).
- _x_ (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- _ (ii) *Alternate I* (Feb 1999) of [52.222-26](#).
- _ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- _ (ii) *Alternate I* (Jul 2014) of [52.222-35](#).
- _x_ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- _ (ii) *Alternate I* (Jul 2014) of [52.222-36](#).
- _ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- _ (34) [52.222-40](#), Notification of *Employee Rights Under the National Labor Relations Act* (Dec 2010) (E.O. 13496).
- _x_ (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- _ (ii) *Alternate I* (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- _ (36) [52.222-54](#), Employment Eligibility Verification (Nov 2021) . (*Executive Order 12989*). (Not applicable to the *acquisition* of commercially available off-the-shelf items or certain other types of commercial *products* or commercial services as prescribed in FAR [22.1803](#).)
- _ (37) (i) [52.223-9](#), Estimate of Percentage of *Recovered Material* Content for EPA–Designated Items (*May 2008*) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the *acquisition* of commercially available off-the-shelf items.)
- _ (ii) *Alternate I* (*May 2008*) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the *acquisition* of commercially available off-the-shelf items.)
- _ (38) [52.223-11](#), Ozone-Depleting Substances and *High Global Warming Potential Hydrofluorocarbons* (Jun 2016) (E.O. 13693).
- _ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration *Equipment* and Air Conditioners (Jun 2016) (E.O. 13693).
- _ (40) (i) [52.223-13](#), *Acquisition* of EPEAT®-Registered *Imaging Equipment* (Jun 2014) (E.O.s 13423 and 13514).
- _ (ii) *Alternate I* (Oct 2015) of [52.223-13](#).
- _ (41) (i) [52.223-14](#), *Acquisition* of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- _ (ii) *Alternate I* (Jun2014) of [52.223-14](#).
- _ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming *Products* (*May 2020*) ([42 U.S.C. 8259b](#)).

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__ (43) (i) [52.223-16](#), *Acquisition of EPEAT®-Registered Personal Computer Products* (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) *Alternate I* (Jun 2014) of [52.223-16](#).

x (44) [52.223-18](#), *Encouraging Contractor Policies to Ban Text Messaging While Driving* (Jun 2020) (E.O. 13513).

__ (45) [52.223-20](#), *Aerosols* (Jun 2016) (E.O. 13693).

__ (46) [52.223-21](#), *Foams* (Jun2016) (E.O. 13693).

__ (47) (i) [52.224-3](#) *Privacy Training* (Jan 2017) (5 U.S.C. 552 a).

__ (ii) *Alternate I* (Jan 2017) of [52.224-3](#).

x (48) [52.225-1](#), *Buy American-Supplies* (Nov 2021) ([41 U.S.C. chapter 83](#)).

__ (49) (i) [52.225-3](#), *Buy American-Free Trade Agreements-Israeli Trade Act* (Nov 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 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* (Jan 2021) of [52.225-3](#).

__ (iii) *Alternate II* (Jan 2021) of [52.225-3](#).

__ (iv) *Alternate III* (Jan 2021) of [52.225-3](#).

__ (50) [52.225-5](#), *Trade Agreements* (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

x (51) [52.225-13](#), *Restrictions on Certain Foreign Purchases* (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) [52.225-26](#), *Contractors Performing Private Security Functions Outside the United States* (Oct 2016) (Section 862, as amended, of the *National Defense Authorization Act for Fiscal Year 2008*; [10 U.S.C. 2302Note](#)).

__ (53) [52.226-4](#), *Notice of Disaster or Emergency Area Set-Aside* (Nov2007) ([42 U.S.C. 5150](#)).

__ (54) [52.226-5](#), *Restrictions on Subcontracting Outside Disaster or Emergency Area* (Nov2007) ([42 U.S.C. 5150](#)).

__ (55) [52.229-12](#), *Tax on Certain Foreign Procurements* (Feb 2021).

x (56) [52.232-29](#), *Terms for Financing of Purchases of Commercial Products and Commercial Services* (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (57) [52.232-30](#), *Installment Payments for Commercial Products and Commercial Services* (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

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__x_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

__ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

__ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

__ (63)

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

__ (ii) *Alternate I* (Apr 2003) of [52.247-64](#).

__ (iii) *Alternate II* (Nov 2021) of [52.247-64](#).

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

__ (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](#)).

__ (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.

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(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 2018) ([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](#)).

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(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* (Nov 2021) (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. 2302 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.

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 [insert regulation name] (48 CFR chapter []) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

52.252-6 Authorized Deviations in Clauses. (NOV 2020)

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(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 [insert regulation name] (48 CFR []) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

DOI-USFWS Green Acquisition

The USFWS is committed to promoting the natural environment and protecting the health and well-being of people. In the performance of work under this contract, the Contractor shall exert its best efforts to provide services in a manner that will promote the natural environment and protect health and well-being. Green purchasing or environmentally preferable contracting includes the initiatives described below:

Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>

Biobased Products are described at <http://www.biopreferred.gov/>

Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products.

Environmentally Preferable Computers are described at <http://www.epeat.net>

Significant New Alternatives Program (SNAP) are described at <http://www.epa.gov/snap/overview-snap>

The Comprehensive Procurement Guidelines promote the use of recovered and recycled products at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

Water efficient products and services are described at <https://www.epa.gov/watersense>.

J - List of Documents, Exhibits and Other Attachments

| Attachment Number | Title | Date |
|-------------------|-------------------------------|------------|
| 1 | Notice to Quoters | 08/31/2023 |
| 2 | Specifications/Quote Schedule | 08/31/2023 |
| 3 | Past Performance | |



**U.S. FISH AND WILDLIFE SOUTHEAST LOUISIANA REFUGES
SPECIFICATION FOR ROTARY CUTTER**

GSA RFQ Number: RFQ1653074
Date: August 21, 2023
Contracting Contact: Lee Ann Riley, Contract Specialist – lee_riley@fws.gov

OBJECTIVES:

The U.S. Fish and Wildlife Services, Southeast Louisiana Refuges has a need to purchase a heavy duty hydraulic 15-foot-wide Flex-Wing (or equal) Rotary cutter.

SPECIFICATIONS: ROTARY CUTTER

- Fully operational Heavy Duty hydraulic 15-foot-wide Flex-wing (or equal) rotary cutter
- All PTO shafts and hydraulic lines included.
- Cutting Width-15 feet
- 540 PTO
- Drive line protection-slip clutch
- Hydraulic operated height leveling
- Cutting heights- 1 -16 inches
- Cutting capacity -3 inches
- Hitch Category- Pull-type self-level.
- Manual-implement jack
- Blade holders- Round Pan Stump Jumpers
- Front and Rear safety chains
- Heavy duty Axles
- Puncture proof laminated tires
- Mower warranty -1 year
- Gearbox warranty- 5 year

QUESTIONS/QUOTE SUBMITTAL:

ALL QUESTIONS AND CONCERNS MUST BE DIRECTED TO THE CONTRACTING POC ONLY: Lee Ann Riley, lee_riley@fws.gov no later than Thursday August 24, 2023, C.O.B.

ALL QUOTES MUST BE SUBMITTED TO THE CONTRACTING POC:

Quoters are required to submit a written/electronic quote via GSA eBUY on or before wednesday, August 30, 2023 @ 3:00 pm ES.

PAYMENTS:

The Contractor **shall be registered in the System for Award Management (SAM.GOV)** to participate in this requirement. The SAM can be found at <https://www.sam.gov>. Payments will be made via Electronic Funds Transfer using the data within the SAM registration database.

The Contractor is also required to be registered in the **Invoice Processing Payment Platform System (IPP.GOV)** to submit electronic invoices. Any questions regarding this billing system should go to the Customer Support for the IPP directly at telephone: 866-973-3131 or by email: ippgroup@bos.frb.org. The contractor must submit all cost and pricing data, receipts, and vouchers as an attachment to the electronic invoice in the IPP.GOV that matches and supports what is being invoiced.



**U.S. FISH AND WILDLIFE VA FSHRS COORDNTR OFC
YAMAHA F70LA MOTOR**

Quote Schedule

| Line | Line Description | Quantity | Unit | Total Price |
|-------------|---------------------------------------|-----------------|-------------|--------------------|
| 10 | FLEX WING ROTARY CUTTER (or equal) | 1 | Ea. | \$ _____ |

PAST EXPERIENCE & REFERENCES

REFERENCES

This form must be completed by all quoters/bidders in order to receive consideration. If additional space is needed, this form may be duplicated as necessary. List any current or past experience that is pertinent to this position. Past performance and experience may be a combination of up to three contracts similar in size and complexity to those stated in the Scope of Work and work experience in similar positions, performing duties similar in nature and complexity to the required services. Include (separately) details of any training that would enable you to better perform the work outlined in the specifications. Reference information should include a point-of-contact's name, telephone number and e-mail address.

Experience No. 1

Contract/Work type: _____

Contract Number (if applicable): _____

Total Contract Value: _____

Agency/firm for who work was performed: _____

Contact person at the site: Telephone #: _____

E-mail address: _____

Month/Year work began: Month/Year work ended: _____

Brief description of duties: _____

Experience No. 2

Contract/Work type: _____

Contract Number (if applicable): _____

Total Contract Value: _____

Agency/firm for who work was performed: _____

Contact person at the site: Telephone #: _____

E-mail address: _____

Month/Year work began: Month/Year work ended: _____

Brief description of duties: _____

Experience No. 3

Contract/Work type: _____

Contract Number (if applicable): _____

Total Contract Value: _____

Agency/firm for who work was performed: _____

Contact person at the site: Telephone #: _____

E-mail address: _____

Month/Year work began: Month/Year work ended: _____

Brief description of duties: _____

Experience 4

Contract/Work type: _____

Contract Number (if applicable): _____

Total Contract Value: _____

Agency/firm for who work was performed: _____

Contact person at the site: Telephone #: _____

E-mail address: _____

Month/Year work began: Month/Year work ended: _____

Brief description of duties: _____

Submit NLT than the due date and time specified within this solicitation to: E-mail: lee_riley@fws.gov.

*NOTE: This form may also be used to assess Past Performance.