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Solicitation/Contract Form Continuation

Area Mowing Services, Hopkinton Lake, Hopkinton, NH and Everett Lake, Weare, NH

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>Area Mowing Services, Hopkinton Lake, Hopkinton, NH and Everett Lake, Weare, NH</p> <p>Contractor shall furnish all equipment, materials, labor, and transportation to perform area mowing services at the Hopkinton Lake and Everett Lake Projects. The Hopkinton Project area includes approximately 28.51 acres of mowing areas. The Everett Lake Project areas include approximately 29.70 acres of mowing areas. The approximate total acreage to be mown is 58.21 acres. All work shall be completed in accordance with the following Performance Work Statement.</p>				
0001AA	<p>Hopkinton Dike H-2 Area Mowing Services</p> <p>Product Service Code: S208 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0001AB	<p>Hopkinton Dike H-3 Area Mowing Services</p> <p>Product Service Code: S208 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0001AC	<p>Hopkinton Spillway Mowing Services</p> <p>Product Service Code: S208 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0001AD	<p>Everett South Weir (Canal 2) Area Mowing Services</p> <p>Product Service Code: S208 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0001AE	<p>Everett Drainage Canal Area Mowing Services</p> <p>Product Service Code: S208 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0001AF	<p>Everett Dike P-1 Area Mowing and Slope Mowing Services</p> <p>Product Service Code: S208 Pricing Arrangement: Firm Fixed Price</p>	1	Job		

0001AG	Everett Dike P-2 Area Mowing and Slope Mowing Services Product Service Code: S208 Pricing Arrangement: Firm Fixed Price	1	Job		
0001AH	Everett Office and Outflow Area Mowing Services Product Service Code: S208 Pricing Arrangement: Firm Fixed Price	1	Job		
0001AJ	Everett Spillway Mowing Services Product Service Code: S208 Pricing Arrangement: Firm Fixed Price	1	Job		

Continuation of Description

VENDORS SUBMITTING A QUOTE IN RESPONSE TO A SOLICITATION ARE RESPONSIBLE FOR ADHERING TO ALL INSTRUCTIONS AND TERMS AND CONDITIONS INCLUDED IN THE SOLICITATION. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE

INFORMATION:

1. This is a Request for Quotations (RFQ) in accordance with Federal Acquisition Regulation (FAR) Parts 12 and 13.
2. Potential vendors are notified that the basis on which award will be made is price alone.
3. All responsible sources may submit a quote which, if timely received, must be considered by the Agency.
4. The Government may request that a vendor respond to a Quote Verification after the solicitation closes, but prior to award. The vendor shall respond in sufficient detail to all questions or statements no later than the response date and time listed in the correspondence. Failure to do so may result in quotes being deemed non-responsive and removed from consideration. The Government is under no obligation to provide extensions for responses.
5. Information on previously awarded contract (if no information is listed the requirement is considered "new"):
 - a. Previous contract was awarded to: **Stacie Lynn Bassett**
 - b. Previous contract awarded amount: **\$13,495**
 - c. Interested vendors are advised that scope may differ from previous contract
 - d. No additional information on previous contracts will be provided

QUESTIONS REGARDING SOLICITATIONS:

1. Questions regarding the solicitation shall be directed to the Contract Specialist:
 - a. Name: Jennifer M. Samela
 - b. Phone: 978-318-8324
 - c. Email: Jennifer.M.Samela@usace.army.mil
2. Technical Points of Contact shall not provide responses to interested vendors.

QUOTE SUBMISSION:

1. Quotes shall be submitted via email to the Contract Specialist listed above no later than the closing date and time identified in the solicitation or subsequent amendments.
2. The Government is under no obligation to consider any quote received after the solicitation closing date or time.

BID SCHEDULES:

1. If a Bid Schedule is included in the solicitation, vendors shall complete the bid schedule in its entirety (all tasks, all years).
2. Vendors shall enter \$0.00 on Bid Schedules in which items are Not Separately Priced. Blank entries will not be considered and will result in quotes being deemed non-responsive.
3. Failure to complete the Bid Schedule in its entirety and return same with a quote will result in quotes being deemed non-responsive.

SITE VISITS:

1. If dates/times for site visits are included in the solicitation, then interested vendors will be permitted to visit the site during those dates/times. No other dates/times will be permitted for site visits.
2. If no dates/times for site visits are included in the solicitation, then interested vendors shall contact the Technical Point of Contact as identified in the solicitation to schedule a site visit.
3. No site visits will be permitted AFTER a solicitation closes.

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATIONS:

1. In accordance with FAR Clause 52.204-7:
 - a. Vendors are REQUIRED to be registered in SAM when submitting a quotation and shall continue to be registered until time of award, during performance, and through final payment.
 - b. "Registered" in SAM means that the Government has marked the record "Active".
2. The Government will deem quotes non-responsive from vendors that do not have an active SAM at the time of quote submission or by date/time of solicitation closing.
3. Provide Unique Entity Identifier (UEI): _____
4. Provide CAGE code: _____

SUBMITTALS:

1. Submittals (Accident Prevention Plan, Activity Hazard Analyses, Products, etc.) and Certifications/Licenses (10-hour OSHA, 30-hour OSHA, Competent Person in Fall Protection, Electrician's License, etc.) that are specified in the scope as required by this solicitation are not to be submitted with a quote. The awarded Contractor will be required to provide all submittals and certifications within the time stated in the solicitation and resultant contract. Failure to do so may result in termination.

AREA MOWING SERVICES
U.S. ARMY CORPS OF ENGINEERS
HOPKINTON & EVERETT LAKE
HOPKINTON & WEARE, NH
PERFORMANCE WORK STATEMENT

I. General:

1. Scope - Furnish all equipment, materials, labor, and transportation to perform area mowing services at the Hopkinton Lake and Everett Lake Projects. The Hopkinton Project area includes approximately 26.80 acres of mowing areas. The Everett Lake Project areas include approximately 29.70 acres of mowing areas. The approximate total acreage to be mown is 56.50 acres. The mowing areas include changes in terrain such as steep slopes, rocky areas, wet areas and areas with stumps and other obstacles. All work shall be completed in accordance with the following Performance Work Statement.

NOTE: This work requires the following submittals prior to commencement of work (Refer to Section II. Technical Requirements for a full list of submittals):

ENG Form 6293 (Accident Prevention Plan Worksheet)

Activity Hazard Analysis; non-mandatory template available: ENG Form 6206 (Activity Hazard Analysis)

ENG Form 6282 (Site Safety and Health Officer Designation Letter)

First-Aid and CPR Personnel requirements

Safety Data Sheets

All Certifications and Licenses as determined by the Performance Work Statement.

2. Location(s) - The Hopkinton Lake Project is located at 2097 Maple Street in Hopkinton, New Hampshire. The Everett Lake Project is located at 395 Clough Park Road in Weare, New Hampshire.

3. Site Visit - Contact the Technical Point of Contact (TPOC) to arrange a site visit. The TPOC for the project is Park Ranger Pascal Carter, 978-318-8333, or Pascal.A.Carter@usace.army.mil.

4. Schedule - The contract period of performance shall be from Contract Award through November 15, 2025. Work shall be performed Monday through Friday 7:00 AM to 7:30 PM unless otherwise approved by the TPOC. No work shall be done on weekends or Government holidays unless otherwise approved by the TPOC. The Pre-Work Conference shall be completed within 14 days of Contract Award.

All pre-work submittals shall be submitted within 21 days of Contract Award. The Government reserves up to 21 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall be resubmitted to the Government in an acceptable form within 14 days of the Government's response, unless additional time is granted by the Government in writing. No field work may proceed prior to the acceptance of pre-work submittals.

Service Schedule: The following table identifies the line-item number, description, and quantity of services.

Service Schedule: No earlier than 15 August 2025, through 15 November 2025.

Item #	Description	Qty
1	Hopkinton Dike H-2 - Area Mowing (~ 2.86 acres)	1
2	Hopkinton Dike H-3 Area - Area Mowing (~ 16.44 acres)	1
3	Hopkinton Spillway Area- Area Mowing (~ 1.75 acres) Spillway Mowing (~5.75 acres)	1
4	Everett South Weir (Canal 2) Area- Area mowing (~2.63 acres)	1

5	Everett Drainage Canal Area- Area Mowing (~0.19 acres)	1
6	Everett Dike P-1 Area- Area Mowing (~11.02 acres) Slope Mowing (~5.12 acres)	1
7	Everett Dike P-2 Area- Slope Mowing (~2.40 acres)	1
8	Everett Office and Outflow Area- Area Mowing (~5.27 acres)	1
9	Everett Spillway Area- Spillway Mowing (~3.07 acres)	1

5. Safety Requirements -

a. General:

All work shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Safety and Occupational Health Requirements (EM 385-1-1, most recent edition), and all applicable Occupational Safety and Health Administration (OSHA), Federal, State, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at the following link: <https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20EFFECTIVE%2015March2024.pdf>

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

b. Accident Prevention Plan (APP):

The Contractor shall prepare a site-specific Accident Prevention Plan. The APP must be written by a Competent Person (CP) and document the specific work processes, equipment, materials to be used, hazards and applicable control measures.

The mandatory ENG Form 6293 (Accident Prevention Plan Worksheet) must be submitted and accepted prior to beginning on site work: https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_Aug%202024%20-%20FINAL.pdf

A preparatory meeting shall be conducted by the Prime Contractor to discuss the APP contents with all effected onsite employees. The Prime Contractor is responsible for informing the subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

Daily safety meetings shall be held and documented. Records shall be available to the TPOC upon request.

c. Activity Hazard Analysis (AHA):

An AHA shall be submitted and accepted for each definable feature of work (DFOW) in accordance with EM 385-1-1, Chapter 2-6. A DFOW is defined as any task, which is separate and distinct from other tasks, has separate control requirements, or is identified as different trades or disciplines. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

For a non-mandatory formatted outline of an AHA, see ENG Form 6206 (Activity Hazard Analysis): https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_Sep%202024%20-%20FINAL.pdf

d. Site Safety and Health Officer (SSHO) Requirements:

The Contractor shall employ a minimum of one person to function as a Level 3, SSHO. A Level 3 SSHO is a designated Qualified Person (QP) or Competent Person (CP) with Safety and Occupational Health (SOH) responsibility that meets the requirements of EM 385-1-1, Chapter 2-3.b and 2-4.b.

Level 3 SSHOs must have training, knowledge, and/or experience identifying hazards and implementing controls for the work being performed.

The SSHO shall be present at the project site and be responsible for overseeing the implementation of the Prime Contractor's SOH program. Contractor shall designate all SSHOs on a mandatory ENG Form 6282 (Site Safety and Health Officer Designation Letter): [https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_Site%20Safety%20&%20Health%20Officer%20\(SSHO\)%20Designation%20Letter_2024%2009%2013%20-%20Final.pdf](https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_Site%20Safety%20&%20Health%20Officer%20(SSHO)%20Designation%20Letter_2024%2009%2013%20-%20Final.pdf)

e. First-Aid and CPR Personnel Requirements:

For shifts with multiple employees, provide at least two employees that are certified to administer First Aid and CPR. When employees work alone, they must be certified in First Aid and be provided an effective means of communication to call for assistance in the event of an emergency. Minimum First Aid and CPR qualifications are outlined in EM 385-1-1, Chapter 3-3.

f. Additional Personnel Requirements:

Other Competent Person (CP) or Qualified Persons (QP) may be required per EM 385-1-1 and/or other sections of this Performance Work Statement, based on the definable features of work for this project.

g. Accident Reporting:

All accidents and near misses shall be investigated by the Contractor and reported to the TPOC in accordance with EM 385-1-1, Table 2-1.

The mandatory ENG Form 3394 shall be completed and submitted to the TPOC within seven (7) days of an incident: https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_3394_2021Aug.pdf

h. Employee Exposure Data:

The Contractor shall electronically report total employee work hours (including subcontractors) to the TPOC by close of business on the 10th calendar day of the following month.

6. Flooding - Hopkinton Everett Lake Project is primarily a Flood Risk Management Project. Occasional retention of floodwaters may inundate portions of the dam property or access roads in the areas covered by this contract. The TPOC will notify the Contractor as areas are closed as a result of floodwaters. When flooding ends and waters recede, the TPOC will notify the Contractor as areas reopen and services may resume.

7. Pre-Work Conference - Prior to the start of any work, the TPOC will schedule and conduct a "Pre-Work Conference". The Contractor's Project Manager and Quality Control Personnel shall be physically present at this meeting. The Contractor shall directly oversee all work on the project and the Project Manager and Quality Control Personnel shall have the authority to act on behalf of the Contractor. This conference will be held at the time and location agreeable to the Government and Contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the TPOC to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-Work Conference the Contractor shall provide the name of the Project Superintendent with a telephone number for project coordination.

The following is a general list of items for discussion during this Pre-Work Conference:

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors
- ii. Contractor's Safety Program (including sub-contractors)
- iii. Accident Prevention Plan and Activity Hazard Analysis
- iv. Documented Safety Meetings
- v. Accident Reporting (ENG Form 3394)
- vi. Safety Data Sheet (SDS) requirements
- vii. Contractor's Quality Control Plan
- viii. Contractor's Equipment
- ix. Correspondence, Communication, Security and Administrative Procedures.
- x. Invoice and payment.

8. Permits - The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, county, and municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

9. Security - The Contractor will comply with all established security policies at the Hopkinton - Everett Lakes Project. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24-hour notice of any such closure.

10. Payment - The Contractor shall furnish the TPOC with one invoice per month. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, labor hours, and total amount due per line item. The invoice must also include the company letterhead, and this must match the data that is registered in the System for Award Management (SAM) registry. Payment shall be made monthly for the actual services performed at the applicable contract unit price.

NOTE: Final Payment may be held until the Contractor has returned any and all issued keys/cards to the TPOC at the completion of work. Any and all keys/cards are required to be physically handed to the TPOC, or if mailed, the Contractor assumes all responsibility for loss (which may include the cost of rekeying the applicable project).

All invoices may be mailed to:

U.S. Army Corps of Engineers
2097 Maple Street
Contoocook, New Hampshire 03229

Or emailed to: Pascal.A.Carter@usace.army.mil

II. Technical Requirements:

Part 1 General:

1. Summary - Furnish all equipment, materials, labor, and transportation to perform area mowing services at the Hopkinton Lake and Everett Lake Projects. The Hopkinton Lake Project area includes approximately 26.80 acres of mowing areas. The Everett Lake Project area includes approximately 29.70 acres of mowing areas. The approximate total acreage to be mown is 56.50 acres.

2. Submittals - Although the Government reviews submissions required by this Performance Work Statement, it is emphasized that the Contractor's work must be completed using proper internal controls and review procedures. The Government reserves up to 21 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall resubmit to the Government in an acceptable form within 14 days of the Government's response, unless additional time is granted by the Government in writing.

The documents identified below must be prepared in accordance with the applicable standards, submitted to the TPOC for review and must be accepted by the Government.

Pre-Work Submittals: Submitted within 21 days of Contract Award. Submittals must be accepted prior to the commencement of any field work.

ENG Form 6293 (Accident Prevention Plan Worksheet)

Activity Hazard Analysis; non-mandatory template available: ENG Form 6206 (Activity Hazard Analysis)

ENG Form 6282 (Site Safety and Health Officer Designation Letter)

First-Aid and CPR Personnel requirements

Safety Data Sheets

All Certifications and Licenses as determined by the Performance Work Statement.

3. References - All work shall be in conformance with:

a. U.S. Army Corps of Engineers

i. EM-385-1-1 2024 Safety and Occupational Health Requirements, U.S. Army Engineering Manual.

b. Code of Federal Regulations

i. Title 36 - Parks, Forests, and Public Property; Chapter III, Part 327 - Corps of Engineers, Department of the Army.

c. Other appropriate Federal, State, and local codes.

4. Other Contracts - The Government may undertake or award other contracts for additional work not related to this contract, and the Contractor shall fully cooperate with other contractors and Government employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by another contractor or by Government employees.

5. Preferred Sequence for Work Schedules - The Contractor must provide sufficient personnel and equipment to accomplish services stated in the contract. The Contractor will coordinate a work schedule for each service, and approximate times for beginning and ending of each required service listed with the TPOC. Any changes or alterations to the schedule must be coordinated and approved by the TPOC in advance of actual schedule changes.

6. Clean Up and Waste Disposal - The Contractor shall practice good housekeeping to maintain a safe job site. The Contractor shall keep the work area, including any designated storage areas free from accumulation of waste materials. Upon completing work in an area, the Contractor shall remove any tools, equipment, and materials that are not the property of the Government. Any and all disturbed areas resulting from Contractor activities shall be restored by the Contractor to the satisfaction of the TPOC. All waste material will be disposed of offsite in accordance with all Federal, State, and local regulations.

7. Environmental Protection - Water, air and land resources shall not be adversely impacted during the work. The Contractor will take necessary steps to ensure all Federal, State, and local environmental regulatory requirements are met at no additional cost to the Government. Assurance of compliance with this section by subcontractors shall be the responsibility of the Contractor.

8. Personal Protective Equipment - It is the Contractor's responsibility to furnish and supply personnel with the proper personal protective equipment necessary for performing the work.

9. Government Resources - The Government will provide gate access to all necessary locations. There is not access to potable water or restroom facilities at the contract site. The Contractor would have to provide these resources or have an acceptable alternative plan for the resources. The Contractor shall supply their own means of communication (telephone).

10. Damage to Government and Private Property - The Contractor shall be responsible for restoring all Government facilities or structures damaged as a result of the Contractor's operation. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the Contractor's operation. The Contractor shall notify the TPOC immediately of damage to Government and private property and injury to any person resulting from the Contractor's operation. Also, the Contractor shall notify the TPOC of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the Contractor's operation. Damaged or destroyed grass areas shall be re-planted as directed by the TPOC, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.

11. Contractor's Personnel -

a. Minimum Personnel Requirements: The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.

Note: At least one (1) of the Contractor employees on site shall be able to communicate effectively and efficiently with project staff.

b. Employee Conduct: The Contractor shall be responsible for seeing that the Contractor's employees strictly comply with Code of Federal Regulations (CFR) Title 36, Chapter III, Part 327, and all Federal, State, and municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees.

Examples of unbecoming actions or conduct include but are not limited to the following:

- i. Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, USACE personnel, or other Contractors.
- ii. Recurring written and/or verbal complaints from visitors, USACE personnel, or other Contractors.
- iii. Unsafe operation of vehicles while on USACE property.

c. Removal of Contractor's Employees: The TPOC may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the TPOC, endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

12. Quality Assurance - The Contractor is responsible for the quality control of the contract work. The Contractor shall establish and maintain a quality control system to assure compliance with the contract requirements. The Government has the right to inspect and test all items called for by the contract, to the extent practicable at all times and at all places during the term of the contract.

13. Inspections -

a. Contractor Quality Control: The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.

b. General Inspection: Upon the completion of each service requirement, the Contractor will perform an inspection of all areas under this contract to ensure compliance with the Performance Work Statement. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. A Government representative may accompany the Contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.

c. Equipment/Supplies Inspections: The TPOC may inspect required equipment and, supplies at any time when in use on Government property. Any equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the TPOC. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

d. Government Inspections: The Government will monitor the Contractor's service performance and make deductions accordingly for work not corrected with the time permitted.

14. Receiving and Storing Materials - The Contractor is responsible for protecting any stored material until it is placed in service. The Contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive materials or supplies for the Contractor and will not be responsible for damage to the Contractor's equipment or materials.

15. Omissions - This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, State, or Federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

Part 2 Equipment:

1. Condition of Equipment - All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Occupational Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards.

2. Type of Equipment:

a. Mowers shall be rotary type and equipped with suitable protective devices to prevent flying objects from injuring people or damaging property. Mowers must have foot slides or wheels, which will prevent tearing or plowing into the turf. The Contractor will be held accountable for re-turfing if equipment causes gouging or plowing. In areas where it is not possible to use a tractor-mounted mower the Contractor shall use small mowing equipment such as lawn and garden tractors; push mowers, weed eaters and other small power-mowing equipment, and/or manual mowing tools though the equipment must be of sufficient size to accomplish mowing in a reasonable time. Mowers must have adequate gearing; traction and / or 4-wheel drive capabilities to ensure safe and reliable operation on varying terrain.

b. String Trimmers may be gasoline or electrically operated. The use of steel or other type of cord will be allowed in string trimmers, provided no damage is inflicted on buildings, sign post, fences, or concrete structures. Powered string trimmers or hand lopper trimmers shall be used to cut woody vegetation or grass in areas needed where mowing equipment cannot safely cut the vegetation.

c. Specialized Equipment: Dam embankment, dike mowing, trail side mowing and roadside mowing may require the use of specialized equipment. Such equipment must be operated within any manufacturer's operating instructions and precautions. The embankment and dike mowing equipment must be certified in writing by the manufacturer as safe for operation on steep slopes, and specifically designed, or factory modified for the mowing of slopes. All safety items required on the standard mowing equipment mentioned above are required hereon as well.

3. Equipment Storage: No Government space or facilities shall be provided under this contract.

Part 3 Service Requirements:

1. General - The Contractor shall survey the area and report all damage or vandalism to the TPOC prior to commencement of service in each area. Any damage found thereafter by the Government's inspector that has not been previously reported by the Contractor shall be assumed to be damage caused by the Contract's operation, and shall be repaired, replaced, or deducted from the invoice, as determined by the TPOC, at no cost to the Government.

NOTE: There are a number of mowing areas that are within the impoundment area of a flood control facility. As such the amount of debris can vary greatly from one year to the next and can be severe due to the prolonged inundations or storms. Several locations have rough terrain conditions. These conditions include: rocky areas, wet areas, varying degrees, and species of vegetation (woody vegetations, cattails, grasses, etc.) erosion gullies, animal burrow holes; all of which could alter the time or equipment it takes to accomplish the mowing. Quotes should take this into account.

2. Service Definition -

a. One service is defined as a single completion of all requirements for each task as described in Section 4, Service Tasks below. For example, one Area Mowing service would include, mowing, trimming, and grounds cleaning at all service locations requiring such task as listed in Part 4 Service Locations and Schedule(s).

b. The Contractor shall only be paid for work fully completed. If a partial service is rendered, payment will be adjusted according to prevent of area completed. Partial service is defined as completing anything other than all tasks for designated locations as identified in Part 4, Service Locations and Schedule(s).

4. Service Tasks -

a. Area Mowing Requirements: Cut and power mow grass to a height of not more than six (6) inches or less than three (3) inches in each area around each facility. Mowing shall be uniform with no uncut or uneven areas resulting from mowing, overlap, wheel rollover, etc. Mowing shall be conducted in such a manner so there is no wheel damage to the turf or any damage to concrete edges, signs, fences, or trees. Mowing will extend to the border of an area, whether that is a tree line, the water's edge, or an embankment. Mowing shall not take place close enough to facilities to cause damage. Mowing with heavy tractors will not be permitted when the ground is so wet or boggy that the mowing operations will cause wheel rutting. Mowing under these conditions shall be accomplished by use of smaller mowing equipment as mentioned above. Any damage from mowing equipment to government property will be the responsibility of the Contractor to repair. These areas are designated in orange on the attached figures.

b. Slope Mowing Requirements: Several locations have slope areas of 2.5 to 1 (~21 degree slope) or greater where specialized equipment shall be used to complete the mowing. These areas are designated in red on the attached Figures. Slope mowing requirements shall be accomplished as described in the Area Mowing Requirements with the exception that specialized equipment shall be used to mow the slopes.

c. Spillway Mowing Requirements: Spillway mowing requirements shall be accomplished as described in the Area Mowing Requirements. These areas are designated in blue on the attached Figures. Care should be taken in the spillway areas due to changes in slope, erosion gullies, high incidence or rock outcrops, wet areas, and areas with woody vegetation or abandoned trash. The spillway channel has areas with steep rock channel sides that have shed rock material. Caution should be maintained in these areas for falling rocks or rocks that have fallen since the previous mowing.

d. Trimming Requirements: Trim woody vegetation and grass to a height of not more than six (6) inches or less than three (3) inches in areas where it is necessary due to the inability to effectively cut the vegetation with mowing equipment. Trimming, edging shall be conducted in such a manner so there is no damage to concrete edges, signs, or fences. If necessary, trimming shall be accomplished around all vertical objects such as against buildings, guard post, fences, tables, trash receptacles, electrical pedestals, rocks, large vegetation, etc. Trimming shall be done when other mowing equipment cannot safely or effectively mow the grass and vegetation without damage to personnel, equipment, or property as described in the Area Mowing Requirements. The TPOC may determine that area/facility trimming is required in conjunction with maintenance work and that mowing services are not required.

e. Grounds Cleaning: Grounds cleaning will be performed in conjunction with scheduled mowing services, in order to leave the mowing area with an overall neat and clean appearance. The grounds cleaning shall remove all obvious and noticeable trash and litter from the mowing limits which are designated as the mowing boundaries. All trash and litter shall be removed and properly disposed of legally off of U.S Government Property.

5. Trash and Recyclables Disposal - Collected refuse and recyclables will become the responsibility of the Contractor and will be transported from Government Property and property disposed of by the Contractor at an appropriate site. It is the Contractor's responsibility to comply with all Federal, State, and local refuse and recycling laws. Transportation and disposal fees will be paid by the Contractor at no additional cost to the Government and should be included in the Contractor's quote.

6. Restrictions - All mowing and trimming required in an area shall be completed and inspected by the Contractors Quality Control Inspector prior to beginning work in another park or area. The Contractor shall notify the TPOC immediately upon completion of services, so that USACE may inspect the work. The Contractor shall be responsible for correction of any and all deficiencies discovered by the Quality Assurance inspection within twenty-four (24) hours at no additional cost to the Government.

a. Mowing and trimming will not be permitted within twenty (20) feet of the public or their property. If any area is occupied by the public, the Contractor may ask for permission to mow the area. If permission is not granted, the area must be serviced at another time when it is not occupied.

b. Care shall be taken to restrict grass clippings, as a result of mowing or trimming, from entering rip rap protection, water sources, roadways etc.

Part 4 Service Location(s) and Task Requirements: The Government will issue keys to the Contractor to access the service locations. The services for this contract are located at different locations throughout the Hopkinton and Everett Lakes Property. Aerial images of the location(s) can be viewed in the attachments "Facility Maps" section as Figures 1-9. Figure 4 is not included in this contract as it is not currently an area requiring service under these requirements.

NOTE: Trimming of vegetation may not be needed in all areas. The intent is to remove woody vegetation from rip rap structure areas, or other areas not easily mown with mowing equipment.

1. ITEM NO. 1 - Hopkinton Dike H-2 Mowing

a. Service Requirement:

- i. Area Mowing
- ii. Trimming
- iii. Grounds Cleaning

b. Service Area:

- i. 2.86 acres (approximately)- See areas on "Facility Maps", Figure 1.
- ii. There are two access points via the Hopkinton Project Office and Elm Brook Park Rd.
- iii. This area includes the access roadway opening from the base of the rock dike to the tree line for the entire distance of the dike.
- iv. There are some changes in slope and some rocky sections of terrain in this area.

c. Service Schedule:

- i. Mowing to be completed between 15 August and 15 November.
- ii. Specific start dates to be coordinated with the TPOC.

2. ITEM NO. 2 - Dike H-3 Mowing

a. Service Requirement:

- i. Area Mowing
- ii. Trimming
- iii. Grounds Cleaning

b. Service Area:

- i. 16.44 acres (approximately) - See areas on "Facility Maps", Figure 2.
- ii. The access for this area is at the end of Cressey Brook Rd in Hopkinton NH.
- iii. The mowing areas are located on each side of the dike. A smaller strip from the rock base to the tree line is located on the north side of the dike. The larger mowing is the field area from the rock base of the dike to the tree / water line on the south side of the dike. This area also includes some roadways and other small areas within the wooded area near the field.
- iv. The terrain is slightly changing and sloped on the north side area. There are some rocks and tree stumps in this mowing area.
- v. The terrain on the south side area can be wet in areas. Also, there is an area that is rocky generally where the water comes closest to the dike.

c. Service Schedule:

- i. Mowing to be completed between 15 August and 15 November.
- ii. Specific start dates to be coordinated with the TPOC.

3. ITEM NO. 3 - Hopkinton Spillway Mowing

a. Service Requirement

- i. Area Mowing
- ii. Spillway Mowing
- iii. Trimming
- iv. Grounds Cleaning

b. Service Area:

- i. 7.5 total mowing acres (approximately) - See areas on "Facility Maps", Figure 3.
- ii. Spillway Mowing acres ~ 5.75, and Area Mowing acres ~ 1.75.
- iii. There are two access points for the spillway areas. One is via Cressey Brook Rd, and the other is a small access road off of the north side Rte.127 near the bridge over the spillway. This second access point offers the safest access into the spillway channel.
- iv. There are Three Basic areas making up the mowing area. The largest area is within the spillway channel. The other two areas are the easterly banks of the channel along the tree line to the chain link fence, and also from the fence to the channel edge. These two areas are access from each side of Rte. 127.
- v. The terrain in the spillway channel is mostly flat with the exception of a slope area on the northwest bank of the spillway, and some erosion channels that have formed on the northern end of the spillway. There is a large number of rocks in the spillway as well as an area of cattails.
- vi. The eastern banks of the spillway are gently sloped and have some rocky areas.

c. Service Schedule:

- i. Mowing to be completed between 15 August and 15 November.
- ii. Specific start dates to be coordinated with the TPOC.

4. ITEM NO. 4 - Everett South Weir (Canal 2) Mowing

a. Service Requirement:

- i. Area Mowing
- ii. Trimming
- iii. Grounds Cleaning

b. Service Area:

- i. 2.63 acres (approximately) - See areas on "Facility Maps", Figure 5.
- ii. The access point for the Everett South Weir Area is via a small access road off of Fox Hollow Rd.
- iii. This area includes the small access road after the gate, and from the tree line to the steep slope of the canal channel and/or the rock bank protection of the weir.
- iv. The terrain of this area is mostly flat and there is a couple of wet sections along the old roadbed through the field.

c. Service Schedule:

- i. Mowing to be completed between 15 August and 15 November.
- ii. Specific start dates to be coordinated with the TPOC.

5. ITEM NO. 5 - Everett Drainage Canal Mowing

a. Service Requirements:

- i. Area Mowing
- ii. Trimming
- iii. Grounds Cleaning
- b. Service Area:
 - i. 0.19 acres (approximately) - See area on "Facility Maps", Figure 6.
 - ii. Access to this area is directly off of Rte. 13.
 - iii. The mowing area includes both sides of the drainage ditch.
 - iv. The terrain in the area is slightly sloped, with varying degrees of woody vegetation in the ditch.
- c. Service Schedule:
 - i. Mowing to be completed between 15 August and 15 November.
 - ii. Specific start dates to be coordinated with the TPOC.

6. ITEM NO. 6 - Everett Dike P-1 Mowing

- a. Service Requirement:
 - i. Area Mowing
 - ii. Slope Mowing
 - iii. Trimming
 - iv. Grounds Cleaning
- b. Service Area:
 - i. 16.14 total mowing acres (approximately) - See Areas on "Facility Maps", Figure 7.
 - ii. Slope Mowing acres ~ 5.12, and Area Mowing Acres ~ 11.02.
 - iii. There are two access points for the Dike P-1 mowing areas. One is via Winslow Rd, and the other is a small access road off of the north end of the dike.
 - iv. There are three basic areas making up the mowing area. The largest area is the field section on the northwest side of the dike. The last area is the steep slope of the dike on the east side of the dike.
 - v. The terrain in the field area is mostly flat with some gradual slope and some wet sections throughout. The slope area of the dike is a 2.5 to 1 (~21-degree slope) with some erosion gullies and some animal burrow holes.
- c. Service Schedule:
 - i. Mowing to be completed between 15 August and 15 November.
 - ii. Specific start date to be coordinated with the TPOC.

7. ITEM NO. 7 - Everett Dike P-2 Mowing

- a. Service Requirement
 - i. Slope Mowing
 - ii. Trimming
 - iii. Grounds Cleaning
- b. Service Area:
 - i. 2.40 Slope Mowing acres (approximately) - See areas on "Facility Maps", Figure 8.
 - ii. There are two access points for the Dike P-2 area. One is via a gate just off the top of the dike. The other is located on the east end of the dike at the end of the guardrail.
 - iii. The terrain of the slope area of the dike is 2.5 to 1 (~21-degree slope) with some erosion gullies and some animal burrow holes. There are also multiple rocks and tree stumps on the section along the length of the dike that is not sloped.
- c. Service Schedule:
 - i. Mowing to be completed between 15 August and 15 November.
 - ii. Specific start dates to be coordinated with the TPOC.

8. ITEM NO. 8 - Everett Office and Outflow Mowing

- a. Service Requirement
 - i. Area Mowing
 - ii. Trimming
 - iii. Grounds Cleaning
- b. Service Area:
 - i. 5.27 acres (approximately) - See areas on "Facility Maps", Figure 9.
 - ii. There is one access point for the field below the office building. This access is immediately past the guardrail on the Clough Park Road on the same side of the road as the office building. The other access is further down Clough Park Rd at a pull off area and a gate. This provides access to the Everett Outflow Area and the Everett Spillway Area.
 - iii. The Everett Outflow Area includes some open fields and some roadway mowing. The terrain is sloping and does contain some rocky sections.
 - iv. There are some changes in slope and some rocky sections of terrain in this area.
- c. Service Schedule:
 - i. Mowing to be completed between 15 August and 15 November.
 - ii. Specific start dates to be coordinated with TPOC.

9. ITEM NO. 9 - Everett Spillway Mowing

- a. Service Requirement:
 - i. Spillway Mowing
 - ii. Trimming
 - iii. Grounds Cleaning
- b. Service Area:
 - i. 3.07 Spillway Mowing acres (approximately) - See areas on "Facility Maps", Figure 9.
 - ii. The access for the spillway is further south on Clough Park Rd beyond the project office at a pull of area and a gate. This provides access to the Everett Outflow Area and the Everett Spillway Area.
 - iii. The terrain in the spillway is mostly flat and there is a large number of rocks in the spillway as well as wet areas and areas of woody vegetation.

c. Service Schedule:

- i. Mowing to be completed between 15 August and 15 November.
- ii. Specific start dates to be coordinated with the TPOC.

PLEASE REFER TO THE ATTACHMENTS INCLUDED WITH THIS SOLICITATION FOR ADDITIONAL INFORMATION

Requirements

Area Mowing Services, Hopkinton Lake, Hopkinton, NH and Everett Lake, Weare, NH

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001AA	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961404 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p>
0001AB	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961404 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p>
0001AC	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961404 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p>
0001AD	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961404 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p>
	<p>Inspection and Acceptance Location</p>

0001AE	<p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961404 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p>
0001AF	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961404 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p>
0001AG	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961404 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p>
0001AH	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961404 CountryCode: USA</p> <p>CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p>
0001AJ	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: All work shall be completed in accordance with the Performance Work Statement</p> <p>DoDAAC: 961404 CountryCode: USA</p>

CORPS OF ENGINEERS NEW ENGLAND DIST
PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD
CONTOOCOOK, NH 03229
UNITED STATES

Continuation of Deliveries or Performance

Delivery On Or Before
Delivery Date 15 Nov 2025

Line Item	Delivery Schedule	Quantity	Address and POC
0001AA	Delivery On Or Before Delivery Date 15 Nov 2025	1 Job	Place of Performance DoDAAC: 961404 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES Pascal Carter Email: pascal.a.carter@usace.army.mil Telephone: 978-318-8333
0001AB	Delivery On Or Before Delivery Date 15 Nov 2025	1 Job	Place of Performance DoDAAC: 961404 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES Pascal Carter Email: pascal.a.carter@usace.army.mil Telephone: 978-318-8333
0001AC	Delivery On Or Before Delivery Date 15 Nov 2025	1 Job	Place of Performance DoDAAC: 961404 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES Pascal Carter Email: pascal.a.carter@usace.army.mil Telephone: 978-318-8333
0001AD	Delivery On Or Before Delivery Date 15 Nov 2025	1 Job	Place of Performance DoDAAC: 961404 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES Pascal Carter Email: pascal.a.carter@usace.army.mil Telephone: 978-318-8333
	Delivery On Or Before Delivery Date 15 Nov 2025	1 Job	Place of Performance DoDAAC: 961404 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST

0001AE			<p>PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p> <p>Pascal Carter Email: pascal.a.carter@usace.army.mil Telephone: 978-318-8333</p>
0001AF	<p>Delivery On Or Before Delivery Date 15 Nov 2025</p>	1 Job	<p>Place of Performance DoDAAC: 961404 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p> <p>Pascal Carter Email: pascal.a.carter@usace.army.mil Telephone: 978-318-8333</p>
0001AG	<p>Delivery On Or Before Delivery Date 15 Nov 2025</p>	1 Job	<p>Place of Performance DoDAAC: 961404 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p> <p>Pascal Carter Email: pascal.a.carter@usace.army.mil Telephone: 978-318-8333</p>
0001AH	<p>Delivery On Or Before Delivery Date 15 Nov 2025</p>	1 Job	<p>Place of Performance DoDAAC: 961404 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p> <p>Pascal Carter Email: pascal.a.carter@usace.army.mil Telephone: 978-318-8333</p>
0001AJ	<p>Delivery On Or Before Delivery Date 15 Nov 2025</p>	1 Job	<p>Place of Performance DoDAAC: 961404 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST PROJECT MANAGER HOPKINTON LAKE, ROUTE 127 RFD CONTOOCOOK, NH 03229 UNITED STATES</p> <p>Pascal Carter Email: pascal.a.carter@usace.army.mil Telephone: 978-318-8333</p>

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.219-6	Notice of Total Small Business Set-Aside.	Nov 2020		
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Nov 2023		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024

FAR Clauses Incorporated by Full Text

52.219-28 Postaward Small Business Program Rerepresentation.

(Jan 2025)

Postaward Small Business Program Rerepresentation (Jan 2025)

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

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

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

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

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

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

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

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

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

(1) The Contractor represents that it is, is not a small business concern under NAICS Code **561730** assigned to contract number **W912WJ25PXXXX**.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

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

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

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

(8) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [_____]The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

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

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

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

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

(End of clause)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-5 **Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (Jan 2025) Deviation 2025-O0004 (Mar 2025)**
(DEVIATION 2025-O0003 and 2025-O0004)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

(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).

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

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

(11)

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

(ii) Alternate I (Dec 2023) of 52.204-30.

- (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).
- (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (14) [Reserved].
- (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
- (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (17) [Reserved]
- (18)
- (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-6.
- (19)
- (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-7.
- (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).
- (21)
- (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (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 (Jan 2025) of 52.219-9.
- (22)
- (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (Mar 2020) of 52.219-13.
- (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- (26)
- (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (Mar 2020) of 52.219-28.
- (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- x (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

(33) [Reserved]

(34) [Reserved]

(35)

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

(ii) Alternate I (Jul 2014) of 52.222-35.

x (36)

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

(ii) Alternate I (Jul 2014) of 52.222-36.

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

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

x (39)

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

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

(40) 52.222-54, Employment Eligibility Verification (Jan 2025) (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.)

(41)

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

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

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

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

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

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

x (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 76711).

(47)

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

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

(48)

(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (Oct 2022) of 52.225-1.

(49)

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

(ii) Alternate I [Reserved].

(iii) Alternate II (Jan 2025) of 52.225-3.

- (iv) Alternate III (Feb 2024) of 52.225-3.
- (v) Alternate IV (Oct 2022) of 52.225-3.
- (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- 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. Subtitle A, Part V, Subpart G Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- x (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
- (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- x (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
- (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- x (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
- (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.]
- x (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
- x (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) (29U.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).
- x (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- x (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).

(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

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

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

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

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

(e)

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

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

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

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

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

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

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

(vii)

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

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

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

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

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

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

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

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

(xvi)

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

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

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

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

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

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

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

(xxii)

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

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

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

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

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

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.242-15	Stop-Work Order.	Aug 1989		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		

FAR Clauses Incorporated by Full Text

52.252-2 Clauses Incorporated by Reference.

(Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

<https://www.acquisition.gov>

(End of clause)

52.252-6 Authorized Deviations in Clauses.

(Nov 2020)

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 DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

SECURITY REQUIREMENTS:

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

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

WAGE DETERMINATION:

The Wage Determinations for this project can be found at:
<https://sam.gov/wage-determination/2015-4023/30> (Hopkinton)

Wage Determination No.: 2015-4023

Modification No.: 30

Date: 23 December 2024

<https://sam.gov/wage-determination/2015-4019/29> (Everett)

Wage Determination No.: 2015-4019

Modification No.: 29

Date: 23 December 2024

Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-7	System for Award Management.	Nov 2024		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	Sep 2023		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	Dec 2019		

Offeror Representations and Certifications - Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004) (May 2024) Deviation 2025-O0004 (Mar 2025)

Offeror Representations and Certifications-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) Definitions. As used in this provision-

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

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

Forced or indentured child labor means all work or service-

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"-

Sensitive technology-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

- (1)
 - (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
- (3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
- (2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern-

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

(b)

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

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

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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

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

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

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

(i) It ☐ is, ☐ is not a small business concern; or

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

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

(3) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents that it ☐ is, ☐ is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

venture shall provide representation of its HUBZone status.

(d) [Reserved]

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

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

(1)

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

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

(g)

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

(i)

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

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

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

Agreements-Israeli Trade Act."

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

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

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

Line Item No. _____

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

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

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item", "critical component", "domestic end product", "end product", "foreign end product", "Free Trade Agreement country", "Free Trade Agreement country end product", "Israeli end product", and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

(i) ☐

(ii) ☐

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

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

(2) ☐ Outside the United States.

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

(1) ☐ 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that-

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

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

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

(2) ☐ 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that-

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

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

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed,

and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that-

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

(t) [Reserved]

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that-

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of Provision)

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.	Jun 2020		
52.237-1	Site Visit.	Apr 1984		
52.204-26	Covered Telecommunications Equipment or Services-Representation.	Oct 2020		

FAR Clauses Incorporated by Full Text

52.252-1 Solicitation Provisions Incorporated by Reference.

(Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

<https://www.acquisition.gov>

(End of provision)

52.252-5 Authorized Deviations in Provisions.

(Nov 2020)

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 DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)