

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 43	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912WJ25Q0079	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JENNIFER M SAMELA				b. TELEPHONE NUMBER (No Collect Calls) 978-318-8324	
						8. OFFER DUE DATE/LOCAL TIME 02:00 PM 14 Apr 2025	
9. ISSUED BY  U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751  TEL: 978-318-8159 FAX:		CODE W912WJ		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 541380 SIZE STANDARD: \$19,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL:  EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 43	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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INSTRUCTIONS TO VENDORS

**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: Northwest Environmental Water Labs, Inc.
  - b. Previous contract awarded amount: \$12,320
  - 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.**

**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 (e.g., 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.

BID SCHEDULE

**SWIMMING BEACH MONITORING  
U.S. ARMY CORPS OF ENGINEERS  
HOP BROOK LAKE  
PERFORMANCE WORK STATEMENT**

**Bid Schedule – Base Year (2025)**

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
1. Hop Brook Lake, Weekly Sampling Visit – Beach Water (Upstream and Downstream)	Each Sample	34	_____	_____
2. Hop Brook Lake, Cyanobacteria Samples (4 samples per visit)	Each Sample	8	_____	_____
			Total	_____

NOTES: 1. The Unit Price includes the Combined Labor Rate for the personnel and the equipment required to support the personnel.

**SWIMMING BEACH MONITORING  
U.S. ARMY CORPS OF ENGINEERS  
HOP BROOK LAKE  
PERFORMANCE WORK STATEMENT**

**Bid Schedule – Option Year 1 (2026)**

TASK / ITEM NUMBER	UNIT	QTY	UNIT PRICE	TOTAL
_____				

1. Hop Brook Lake, Weekly Sampling Visit – Beach Water (Upstream and Downstream)	Each Sample	34	_____	_____
2. Hop Brook Lake, Cyanobacteria Samples (4 samples per visit)	Each Sample	8	_____	_____
			Total	_____

NOTES: 1. The Unit Price includes the Combined Labor Rate for the personnel and the equipment required to support the personnel.

**SWIMMING BEACH MONITORING  
U.S. ARMY CORPS OF ENGINEERS  
HOP BROOK LAKE  
PERFORMANCE WORK STATEMENT**

**Bid Schedule – Option Year 2 (2027)**

<b>TASK / ITEM NUMBER</b>	<b>UNIT</b>	<b>QT Y</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. Hop Brook Lake, Weekly Sampling Visit – Beach Water (Upstream and Downstream)	Each Sample	34		
2. Hop Brook Lake, Cyanobacteria Samples (4 samples per visit)	Each Sample	8		
			Total	_____

NOTES: 1. The Unit Price includes the Combined Labor Rate for the personnel and the equipment required to support the personnel.

PERFORMANCE WORK STATEMENT

**SWIMMING BEACH MONITORING  
U.S. ARMY CORPS OF ENGINEERS  
HOP BROOK LAKE  
PERFORMANCE WORK STATEMENT**

**A. General**

1. **Scope** – Provide all the necessary labor, equipment, and materials to perform swimming beach water quality testing at Hop Brook Lake. Services are to be provided in accordance with the following performance work statement and schedule.

Work shall be performed in a timely manner and to the satisfaction of the Technical Point of Contact.

2. **Location** - Hop Brook Lake Project Office is located at 4 Straits Turnpike, Middlebury, CT and the Recreation Area with swimming beach is located ½ mile north of the Hop Brook Lake Project Office at the intersection of Route 188 and Route 63.
3. **Site Visit** – Contact the Technical Point of Contact to arrange a site visit. The Technical Point of Contact is Marci Montrose 978-318-8379 or [Marci.M.Montrose@usace.army.mil](mailto:Marci.M.Montrose@usace.army.mil)

Testing must be performed on a Tuesday or Wednesday between the hours of 7:00 AM to 3:30 PM and all services must be done during those hours unless additional hours are approved by the Technical Point of Contact. Final test results must be emailed to the Technical Point of Contact – Marci Montrose and Project Manager – Diana Errico-Topolski [diana.j.erricotopolski@usace.army.mil](mailto:diana.j.erricotopolski@usace.army.mil) no later than 12:00pm on Fridays.

4. **Schedule** – The period of performance is from Contract award through 30 April 2026. In addition, the Government may exercise two (2) option years with the same scope of services. The option years would include a period of performance from 1 May 2026 through 30 April 2027 and from 1 May 2027 through 30 September 2027.

All pre-work submittals shall be submitted within seven (7) days of contract award. The Government reserves up to seven (7) days for review and acceptance on each submittal 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 three (3) days of the Government's response, unless additional time is granted by the Government in writing.

**5. Safety Requirements –**

- a. 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%20\\_EFFECTIVE%2015March2024.pdf](https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%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\\_2023Aug31.pdf](https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_2023Aug31.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 Technical Point of Contact 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 4 Straits Turnpike, Middlebury, CT 06762 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\\_2023Aug24.pdf](https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_2023Aug24.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\\_2023Aug28.pdf](https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_2023Aug28.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 Scope of Work, 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 Technical Point of Contact in accordance with EM 385-1-1, Table 2-1.

The mandatory ENG Form 3394 shall be completed and submitted to the Technical Point of Contact within seven (7) days of an incident:

[https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng\\_Form\\_3394\\_2021Aug.pdf](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 Technical Point of Contact by close of business on the 10<sup>th</sup> calendar day of the following month.

- 6. Pre-Work Conference** –Prior to the start of any work, the Technical Point of Contact will schedule and conduct a “Pre-work Conference”. The Contractor’s Project Manager and Quality Control Personnel will be physically present attend 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 Technical Point of Contact 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. Mandatory ENG Form 6293 (Accident Prevention Plan Worksheet) and Activity Hazard Analysis for each Definable Feature of Work (DFOW)
- iv. Safety Meetings
- v. ENG Form 3394 (Mandatory if needed for Accident Reporting)
- vi. Safety Data Sheet (SDS) requirements
- vii. Correspondence, Communication and Administrative Procedures
- viii. Invoice and Payment

7. **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.
8. **Damage to Government and Private Property** – The Contractor shall be responsible for restoring any Government facilities, structures or landscape features damaged as a result of the Contractor's actions. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the firm's operations. The Contractor shall notify the Technical Point of Contact immediately of damage to Government and private property and injury to any person resulting from the Contractors' operation. 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 structures and or landscape features (shrubs, grass, parking bumpers, curbs, guardrails, fencing, etc.), which are damaged or destroyed by the firm's operation. Damaged or destroyed structures and features shall be replaced as directed by the Technical Point of Contact. Also, the Contractor shall notify the Technical Point of Contact of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed.
9. **Security** – The Contractor shall comply with all established security policies at each Project Office identified. If applicable, Contractor shall comply with Projects Key Control Management Program. Due to periods of heightened security, which may affect access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor's ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least a 24-hour notice of any such closure.

#### 10. Contractor's Personnel:

**a. Employee Conduct:**

The Contractor shall be responsible for seeing that the Contractor's employees strictly comply with 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.

**b. Removal of Contractor's Employees:**

The Technical Point of Contact may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the Technical Point of Contact, who 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.

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

- 11. Payment** – The Contractor will furnish the Technical Point of Contact with one monthly invoice, stating the service performed, the line item and the amount to be paid. **(The invoice shall have the contract number, contractors mailing address and phone number, invoice number, date of services, date of invoice and charges by contract item number.)** Payment shall be made monthly for the actual services performed at the applicable contract unit price.

All invoices for Hop Brook Lake shall be mailed to:  
U.S. Army Corps of Engineers  
4 Straits Turnpike  
Middlebury, CT 06762

Or Emailed to [Marci.M.Montrose@usace.army.mil](mailto:Marci.M.Montrose@usace.army.mil)

**B. Technical Requirements**

**1. 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 seven (7) 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 three (3) 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 Technical Point of Contact for review and must be accepted by the Government.

**Pre-work Submittals:** Submitted within seven (7) days of contract award. Submittals must be accepted prior to the commencement of any field work.

- a. ENG Form 6293 (Accident Prevention Plan Worksheet)
- b. Activity Hazard Analysis; non-mandatory template available: ENG Form 6206
- c. ENG Form 6282 (Site Safety and Health Officer Designation Letter)
- d. First-Aid and CPR Personnel requirements
- e. Safety Data Sheet (SDS) for applicable materials
- f. Licenses and Certifications as determined by the scope of work
- g. Work Plan and Schedule: The Contractor shall submit a written Work Plan describing the methods and equipment required to accomplish the work and provide the required environmental and worker protection; this plan will include a schedule of work.

**2. Clean Up:**

The Contractor shall practice good housekeeping to maintain a safe job site. The Contractor shall keep the work area, including any storage areas, free from the 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. Upon completion of work, the Contractor shall clean up the job site to the satisfaction of the Government.

**3. Government Resources:**

The Contractor is responsible for providing all materials to complete the project. Unless specified in the contract, the Government will not provide any equipment, water, electricity, telephone services or other resources.

**4. 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 and functional product.

**5. Quality Assurance:**

The Contractor is responsible for the quality control of the contract work. The Government has the right to inspect and test all items called for by the contract, to the extent practicable always and at all places during the term of the contract.

**6. 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.

**7. Environmental Protection:**

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.

**C. Execution****a. Sampling & Monitoring**

- i. Beach is to be monitored weekly starting one week prior to the Memorial Day weekend and continuing through the week after Labor Day (approximately 17 weeks). During each visit, two samples will be collected for E. coli, for a total of 34 water samples.

Samples shall be collected at fixed sampling stations, to provide consistency of data.

Samples should be collected at approximately 3 to 4 feet water depth. A 125ml bottle provided by the laboratory for surface water sampling shall be used.

The process for collection, storage and transport of samples shall follow Connecticut State guidelines.

- ii. The Hop Brook Lake staff will monitor the lake for indications of the possible presence of cyanobacteria throughout the recreation season. If the Hop Brook staff decides upon the need for cyanobacteria testing, the Technical Point of Contact will ask for such. The samples shall be tested in a laboratory for Microcystin-LR and Anatoxin-a. Due to the size of the swim area, it has been determined that 4 samples per visit shall be taken. Two visits will be allotted in the event they are needed. A total of 2 visits consisting of 4 samples shall be taken on an as needed basis. Areas of sampling shall be determined upon arrival of technician.

Field samples will be taken from the shoreline. The sampler should use waders and long-sleeved rubber gloves. Sampling containers shall be clearly marked with

required information (site #, date, time, etc.). Samples shall be taken from a location at the depth of three feet at approximately 18 inches below the surface.

Collection of sample shall follow state requirements/guidelines for specific collection techniques.

**b. Laboratory Analysis**

The Contractor will ensure the laboratory is using analytical methods approved by the State of CT.

- i. The method of testing shall be as follows: E. coli organism, as determined by the Colilert -18 Method or any State of Connecticut/EPA approved method such as the membrane filter techniques, modified EPA Method 1603 (Modified mTEC Medium) and EPA Method 1103.1 (mTEC medium).
- ii. A concentration of E. coli organisms less than or equal to 235 per 100 ml is generally considered satisfactory for a single sample from a swimming area.
- iii. A single sample with a concentration of E. coli organisms greater than 235 per 100 ml is in excess of that which is normally considered acceptable for swimming. A re-sample will be required.
- iv. To determine swimming water quality when using the E. coli organism as an indicator, a running geometric mean for each sampling station is to be used. An acceptable running geometric mean for E. coli indicator organism density for swimming waters is less than or equal to 126. A running geometric mean is to be used when evaluating the long-term microbiological suitability of recreation water quality. The geometric mean can provide a better indication of water quality over time. This holds especially true when evaluating a proposed swimming area where seasonal or incidental variations may impact on single sample results. The Contractor should keep all testing records and records of calculations for geometric means.

**c. Reporting**

Sample results for beach water testing shall be reported no later than noon on Fridays. Samples for cyanobacteria shall be reported as soon as possible. The results will be submitted electronically to the Technical Point of Contact, the Project Manager, and the City of Waterbury Health Department. The Contractor shall advise the CT Department of Public Health at (860) 509-7296, when the beach and/or swimming area will be closed due to test results and subsequently upon re-opening when the tests show acceptable levels.

**d. Service Requirement**

The Contractor shall furnish all labor, materials, and equipment necessary to perform the following tasks:

- i. Hop Brook Lake Beach Swimming Area Water Quality Testing Requirements:
  - 1) E. coli
  - 2) Cyanobacteria
- ii. Service Area:
  - 1) Hop Brook Lake Beach Area
    - a) Sample Area 1 (Upstream Side)
    - b) Sample Area 2 (Downstream Side)
  - 2) 4 Cyanobacteria Sample Areas shall be determined at time of sampling.
- iii. Service Schedule:
  - 1) **Weekly Sampling Events** – This task will include sampling, analysis and reporting of 17 weekly monitoring visits.
  - 2) Beach is to be monitored weekly starting one week prior to the Memorial Day weekend and continuing through the week after Labor Day (approximately 17 weeks). On each visit a sample will be collected for E. coli from each listed sample area for a total of two (2) samples per visit.
  - 3) Cyanobacteria sampling events shall be on an as needed basis only and include sampling, analysis and reporting of each visit during the recreation season. Two (2) visits consisting of 4 samples each visit. Need of testing will be determined by Hop Brook staff members.

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	NOV 2024
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	SEP 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2023
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.237-1	Site Visit	APR 1984
52.242-15	Stop-Work Order	AUG 1989

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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(c) Representations.

(1) The Offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)



52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2025-O0003/ DEVIATION 2025-O0004) (MAR 2025)

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

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

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

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

"Forced or indentured child labor" means all work or service-

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

"Sensitive technology"--

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

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

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

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

"Service-disabled veteran-owned small business (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 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).

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

(1) Listed end products.

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

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

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

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

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

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

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_\_ ) TIN: -----.

( \_\_\_\_ ) TIN has been applied for.

( \_\_\_\_ ) TIN is not required because:

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

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

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

(4) Type of organization.

( ☐ ) Sole proprietorship;

( ☐ ) Partnership;

( ☐ ) Corporate entity (not tax-exempt);

( ☐ ) Corporate entity (tax-exempt);

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

( ☐ ) Foreign government;

( ☐ ) International organization per 26 CFR 1.6049-4;

( ☐ ) Other -----.

(5) Common parent.

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

( ☐ ) Name and TIN of common parent:

Name -  .

TIN -  .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

(ii) It 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 (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_

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

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

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

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

Highest level owner CAGE code: \_\_\_\_

Highest level owner legal name: \_\_\_\_

(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_ .

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

(s) [Reserved]

(t) [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)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2025-O0003/ DEVIATION 2025-O0004) (MAR 2025)

(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. 7671l).

\_\_\_\_ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (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 (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (62) 52.239-1, 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. chapter 67).

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) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

x (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

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) (E.O. 13658).

(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)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **15 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **3 years**.

(End of clause)

## 52.219-28 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 541380 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)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/>

(End of provision)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<https://www.acquisition.gov/>

(End of clause)

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

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

(b) The use in this solicitation of any **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)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

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

(b) The use in this solicitation or contract of any **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)

**WAGE DETERMINATIONS**

The Wage Determination for this project can be found at:

<https://sam.gov/wage-determination/2015-4131/30>

Wage Determination No.: 2015-4131

Modification No.: 30

Date: 23 December 2024