REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
140P1426Q0001	02/10/2026	0044016865		

5a. ISSUED BY NPS, IMR - Northern Rockies MABO
PO Box 168
Mammoth Supply Center / 22 Stable St
Yellowstone NP WY 82190

6. DELIVER BY *(Date)* 05/01/2026

7. DELIVERY ☒ FOB DESTINATION ☐ OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Sally Leitch	720	450-5172

9. DESTINATION

a. NAME OF CONSIGNEE: NPS, Dinosaur NM

b. STREET ADDRESS: 4545 E. Hwy 40

c. CITY: Dinosaur

d. STATE: CO

e. ZIP CODE: 81610

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*

03/17/2026 1400 MD

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Dinosaur National Monument requires a contractor to provide Hazardous Tree Mitigation Services with a Certified Arborist, in accordance with the Statement of Work and Term and Conditions described hereing. This solicitation is NOT set-aside. All business sizes are invited to submit a quote. There is a site visit on 2/26/2026 at 10:00 am, Mountain Time as determined in the solicitation document below. All questions shall be submitted by Noon Continued...				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME *(Type or print)*

b. TELEPHONE AREA CODE NUMBER

c. TITLE *(Type or print)*

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(12:00 pm), Mountain Time on 03/04/2026 to sally_leitch@nps.gov. All quotes shall be submitted by 2:00 PM, Mountain Time on 03/17/2026 to sally_leitch@nps.gov. Period of Performance: 04/01/2026 to 05/01/2026				
00010	Hazardous Tree Mitigation Services including a Professional Arborist Price shall be all inclusive. All work shall be in accordance with the SOW. Product/Service Code: F008 Product/Service Description: NATURAL RESOURCES/CONSERVATION- RECREATION SITE MAINTENANCE (NON-CONSTRUCTION) Delivery: 05/01/2026				

COMBINED SYNOPSIS/SOLICITATION – CONTINUED – 140P1426Q0001.
This is a COMBINED SYNOPSIS / SOLICITATION for commercial items prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Subpart 12.6 and 13.5, as supplemented with additional information included in this notice.

The National Park Service (NPS) contemplates award of a firm fixed price (FFP) purchase order as a result of this combined synopsis/solicitation.

This announcement constitutes the only solicitation issued as Request for Quotation (RFQ) 140P1426Q0001.

This acquisition is in support of Dinosaur National Monument (DINO)

This solicitation incorporates all terms and conditions as established in this document and clauses and provisions that are in effect through Federal Acquisition Circular (FAC) 2025-06 which are located at FAR | Acquisition.GOV .

This RFQ is posted on SAM.gov's Contracting Opportunities and is NOT set-aside.

The North American Industry Classification System (NAICS) code is 561730 – Landscaping Services. The small business size standard is $9.5 Million.

Line-Items:

Line-Item	Description	Quantity	Unit of Measure
10	Hazardous Tree Mitigation Services including a Professional Arborist Price shall be all inclusive. All work shall be in accordance with the SOW.	1	By Dollars (BD)

Description:
This contract requires hazard tree mitigation and related work in two front country campgrounds and other developed sites in compliance with its terms, specifications, and provisions. This includes furnishing technical expertise, labor, equipment, supervision by a certified arborist, transportation, and operating supplies. Work under this contract includes assessment of tree structure (risk) and mitigation in front country campgrounds and areas around the monument's housing, in conformance with ANSI (American National Standards Institute) A-300 (Part 9)-2011 Standard Practices for Tree Care Operations (Tree Risk Assessment a. Tree Structure Assessment). It may also include mitigation of hazardous trees in front country campgrounds in conformance with ANSI A-300 (Part 1)-2008 Standard Practices for Tree Care Operations (Pruning).

The work may be performed at locations within Dinosaur National Monument (DINO) in Utah. Work sites may include front country campgrounds and other developed sites. Primary tree species include Fremont cottonwood, boxelder, and lance leaf cottonwood. Secondary tree species may include Lombardy poplar, black walnut, silver (white) poplar, weeping willow, and other ornamental species.

Statement of Work:
See B08 Solicitation Attachment 1 – DINO Hazardous Tree Mitigation Services

List of Attachments:

Number	Description	Number of Pages
1	B08 Solicitation Attachment 1 – DINO Hazardous Tree Mitigation Services	5
2	B08 Solicitation Attachment 2 – Wage Determination 2015-5497 Rev. 27 Dated 12/03/2025, Unitah County, Utah	14

Performance Dates:
4/1/2026 – 5/1/2026

Work Locations:
There is not a physical address for each location, however the following GPS coordinates (decimal degrees) are provided:

Utah Housing Complex: 40.44129, -109.25259 this is adjacent to the quarry visitor center.
Split Mountain Campground: 40.42156, -109.24423 this is approximately 3 miles from the quarry visitor center.
Green River Campground: 40.43685, -109.30403 this is approximately 5 miles from the quarry visitor center.

Quarry Visitor Center
11625 E 1500 S
Jensen, UT 84035

PROVISIONS AND CLAUSES APPLICABILITY
FAR provisions 52.212-1, Instructions to Offerors – Commercial Products and Commercial services apply to this requirement and is incorporated by reference (IBR).

FAR 52.212-1 ADDENDUM – INSTRUCTIONS TO QUOTERS:
SAM REGISTRATION REQUIREMENTS:
To be considered for award a firm shall obtain a Unique Entity Identifier (UEI), shall have an active registration, and shall have completed the representations and certifications section in the System for Award Management (SAM) via https://www.sam.gov at the closing date and time of the solicitation; as well as, at the time of award and throughout performance of this requirement.

If a firm has questions regarding the SAM registration process, please call 866-606-8220. If assistance is needed with SAM registration or updating SAM, please contact the Procurement Technical Assistance Center nearest you at http://www.aptac-us.org/new/Govt_Contracting/find.php.

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services.

Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

AWARD SELECTION PROCESS
Award will be made in accordance with the procedures established in FAR 13 to the quoter who is determined to be the overall best value at a fair and reasonable price based on comparative evaluation procedures.

The Government reserves the right to consider a quotation other than the lowest priced that provides a benefit to the Government that meets the minimum requirements of the solicitation but is not required to do so. Each quote shall meet the minimum requirements of the solicitation to be considered eligible for technical evaluation and award consideration.

If multiple quotes are determined to be technically acceptable with all being determined comparatively equal, the award will be made to the quoter with the lowest price.

This award does not contain options.

EVALUATION PROCEDURES
This procurement will use Simplified Acquisition Procedures (SAP) in accordance with FAR 13.106-1(a)(2) and FAR 13.106-2(b). Evaluation procedures in FAR 13.106 provide broad discretion in establishing suitable evaluation procedures. Using price and the technical factor listed below the contracting officer shall ensure that eligible quotations can be evaluated in an efficient and minimally burdensome fashion using comparative evaluation procedures. Comparative evaluations encourage the use of "best value," and are not required to state the relative important of evaluation factors or subfactors. This solicitation will evaluate:

1. Price.
2. Technical Capability: A narrative that addresses in the quoter's own words how they will meet the state requirements of the Statement of Work. This narrative shall contain sufficient information to conduct meaningful evaluations and be based on the requirements and type of work being solicited. Copying the government's SOW, simply stating your firm can meet the requirements, or just providing a capability statement shall cause the firm's quote to be ineligible for award and not further considered.
    a. At a minimum the quoter shall provide:
        i. Arborist Name and Copy of valid certification.
        ii. Provide relevant past performance via factual documentation or narrative of the arborists' experience, qualifications, and capability, along with providing two examples of their most recent projects within the past three years of similar size and scope in mitigating hazardous trees in a public setting.
        iii. A copy of the firm's safety plan for meeting the requirements of the SOW.
        iv. A copy of the firm's standard operating procedures for meeting the requirements of the SOW.
        v. A copy of the firm's quality control plan for meeting the requirements of the SOW.

All eligible quotes shall be evaluated in accordance with the factors described herein. The evaluation factors used in this RFQ are technical, past experience and price. Award will be made to the quoter who is determined to be the overall best value to the Government by using comparative evaluation. A comparative evaluation is where each quote will be compared side-by-side with other quotes to determine the overall best value to the Government.

Quoters are reminded to include their best technical and price terms in their initial quote and not to automatically assume they will have an opportunity to participate in discussions or be asked to submit a revised quote.

Quotes will receive a preliminary review to determine whether the quote contains sufficient information, as required by the solicitation to be eligible for evaluation. If the results of the preliminary review indicate that the quote lacks sufficient information to allow a meaningful evaluation to be conducted, the Contracting Officer, as the sole deciding authority may determine a quote as ineligible and may remove the quote from further evaluation and consideration for an award.

Quoters shall not copy the Scope of Work and state the firm can meet the requirement. Nor shall the Quoter copy the Scope of Work and add comments to specific areas. Quoters should submit in their own words their technical approach in how they will complete and comply the requirements of the SOW.

The contracting officer shall conduct the price evaluation, and the technical evaluator(s) will evaluate the technical portion of the quotes and make a recommendation of award to the contracting officer. If all quotes are determined to be technically equal, the award will be made to the lowest priced quote. Additional details on the evaluation process are detailed below.

In accordance with FAR 9.104 a determination of contractor responsibility or non-responsibility will be made by various systems including but not limited to SAM, CPARS, and FAPIIS.

The following factors shall be used to evaluate quotes for technical and past experience:

Factor 1: Technical Capability

Technical Capability will be initially rated by the technical evaluator(s) as either "Acceptable" or "Unacceptable." An "Unacceptable" rating shall deem the quoter ineligible for award.

Acceptable	Information provided demonstrates the quoter has the technical capability of all contractual requirements of the solicitation, portrays a clear and technical understanding of the project requirements, and has provided all the submission requirements.
Unacceptable	Information provided does not demonstrate that the quoter has the technical capability of all contractual requirements of the solicitation, does not portray a clear and technical understanding of the project, and did not provide all the required submission requirements.

The technical evaluators will take the remaining technically acceptable quotes and compare them to one another to determine what quote is the overall best value to the government and make their technical recommendation for award based on this side-by-side evaluation based on the established requirement and information provided in the quoters quote. If all remaining quotes are determined to be technically equal, the award will be made to the quoter with the lowest priced quote upon the contractors fair and reasonable price determination.

Quoter shall provide the following:

Technical Criteria
A narrative that addresses in the quoter's own words how they will meet the state requirements of the Statement of Work. This narrative shall contain sufficient information to conduct meaningful evaluations and be based on the requirements and type of work being solicited. Copying the government's SOW, simply stating your firm can meet the requirements, or just providing a capability statement shall cause the firm's quote to be ineligible for award and not further considered. a. At a minimum the quoter shall provide: vi. Arborist Name and Copy of valid certification. vii. Provide relevant past performance via factual documentation or narrative of the arborists' experience, qualifications, and capability, along with providing two examples of their most recent projects within the past three years of similar size and scope in mitigating hazardous trees in a public setting. viii. A copy of the firm's safety plan for meeting the requirements of the SOW. ix. A copy of the firm's standard operating procedures for meeting the requirements of the SOW. x. A copy of the firm's quality control plan for meeting the requirements of the SOW.

The following factor shall be used to evaluate price fair and reasonableness:

Factor 2: Price

All line-item Pricing shall be a firm fixed-price, shall be valid for a minimum of 180 days, and include at minimum supervision, all labor, materials/supplies, travel/transportation/delivery, and other direct costs.

Quoters shall submit their quoted pricing using the Price Schedule found in the checklist below and attach a detailed breakdown for all line-items. Failure to submit pricing and a breakdown for all items will remove the quote from further consideration for award.

The Contracting Office will review the pricing for fair and price reasonableness. For price to be reasonable, it shall represent a price to the Government that a prudent person would pay in the conduct of competitive business.

Service Contract Labor Standards:
The Service Contract Labor Standards Act applies to this procurement. Wage Determination 2015-5397 for Glacier County is attached.

Site Visit:
There will not be a site visit. Quoters are encouraged to review Google Maps, or any other way to understand the area and work prior to submitting their quote. Modifications to adjust pricing shall not be entertained as related to the work required in the SOW.

INSTRUCTIONS TO QUOTERS

Quotes shall be in accordance with and must be in the order detailed in this section**.** Failure to submit quotes according to the instructions provided within the solicitation may result in the respondent's quote being determined ineligible and not being considered further for evaluation and award.

Please note the time listed is the time by which all quotes shall be received by, not sent by. Emails will have a received date and time that will show when the quote received into the contracting officers email box. Quotes submitted after the closing date and time may not be accepted.

A quote that merely reiterates or promises to accomplish the requirements of the RFQ will be considered incomplete and not considered further for award. A Quote that is orderly, provides all required items in the submission checklist, and is sufficiently documented will enable the Government to perform meaningful and fair evaluations. Quotes that fail to address any of the items listed in the submission checklist shall be deemed incomplete, and the Quote will not be further considered for award.

If a Quoter believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Quoter shall immediately notify the Contracting Office in writing (email is the preferred method) and shall include supporting rationale. All concerns shall be submitted to the Contracting Officer, Sally Leitch at Sally_Leitch@nps.gov. The contracting officer shall make the decision whether or not, based on supporting evidence, if a change is needed.

By submission of its Quote, the Quoter accepts all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Quoters with any "Incomplete" and/or "Unacceptable" technical ratings will not be considered for award. Quoters shall clearly identify any exception to the solicitation and conditions and provide complete accompanying rationale.

Quotes shall be valid for a minimum of **180 days**.

Site Visit:
An organized site visit is authorized at this time.

All interested parties that cannot attend are encouraged to use real-time maps or if capable of visiting the site to conduct a self-site visit that shall not be escorted, provide any questions and answers onsite, or be reimbursed. No adjustments to pricing shall be made for assumptions/mis-calculating information, costs, labor, etc. after award.

Site Visit Instructions:
Attendees should RSVP and submit their company name and name(s) of the attendees to the Contracting Officer (CO) via email at sally_leitch@nps.gov by Noon (12:00 pm) Mountain Time on 2/23/26.

- No questions shall be asked during the site visit, if you have any questions please write them down, then after the site visit compile all your questions and submit them to the CO by the time and date listed below under questions.
- Late questions may not be accepted.
- All questions shall be answered via amendment to the RFQ the following week.
- Failure to attend the site visit may not be used as an excuse for omission or miscalculation in the work required or quoted pricing.
- Late arrivals (past 10am) will need to see the Quarry Visitor Center Staff to obtain a map and last known location of the site visit group, and will need to catch up or proceed with the map at the

quoters own. Site Visit POC will not go back to any location that has already been to for late attendees.

- Quoters or resulting awardee shall not be reimbursed for quote preparation, the site visit, or other pre-contract costs.
- The site visit date and time shall not be changed.

Site Visit Time & Location:

Time: 10:00 start and anticipate it lasting 4 hours to see all sites.
Date: 02/26/2026
Location: Quarry Visitor Center
11625 E. 1500 S.
Jensen, UT 84035

Questions:
All questions shall be submitted in writing by Noon (12:00 PM, Mountain Time (MT)) on 3/4/2026, via email to the CO, sally_leitch@nps.gov. **Phone calls shall not be accepted**.

Quote Due Date & Time:
Quoters shall submit a quote to the CO via email to sally_leitch@nps.gov by the closing date and time of 3/17/2026, at 2:00 PM (MT). Late quotes may not be accepted.

Late Quotes:
Quotes received after the closing date and time may not be accepted. The determination in accordance with FAR 52.212-1(f)(2)(ii), Late Submissions to accept a late quote will be made solely by the Contracting Officer. It is the responsibility of the quoter to ensure that the entire quote is received, not just sent. If attachments do not open may render the quote unacceptable and may not be further considered for award. All quotes received have a date and time received into the contracting officer's email. This date and time will be the determination if a quote is late.

Anticipated award date: 3/31/2026.

Quoters shall submit the following information in its entirety **in PDF format** via email:

Format for Quotes:
1. Quotes shall be 8 ½" x 11" .pdf format
2. A page is defined as one face of a sheet of paper containing information
3. Typing shall not be less than 11 pitches (Times New Roman/Ariel/etc., narrow border, no artistic script for readability).
4. Elaborate formats, bindings, or color presentations are not desired or required
5. Email(s) cannot exceed 10mbs

Overview of Acceptability Submission Requirements (in the order listed below):

- Submission Checklist
- SF 18, completed and signed
- Amendments, if applicable, completed and signed.
- Completed Provision 52.204-24
- Completed Quote Contact Data

- Contract Price Schedule
- Quote Technical Information
- Quote Past Performance Information

SUBMISSION CHECKLIST:

Submission Checklist	
Quote Submission Requirements	
Completed and signed SF 18 Sections: 8a-f, 13a-f, & 14 - 15 on page 1 of this document	☐
Completed Provision: (Entire Provision) 52.204-24 pages 22 - 24 with highlighted portions on pages 22 & 23 filled out.	☐
Completed Amendments, if amendments are posted, it is the quoters' responsibility to ensure they have returned all amendments Blocks 8 and 15a-c	☐
Complete and Return: Quoter Contact Data	☐

Quoters Name:	
Address:	
City/State/Zip:	
Quoters POC:	
Quoters email:	
Quoters Phone:	
Quoters SAM ID:	
Quoters Cage Code:	
Quoters Business Size:	

Contract Price Schedule	
Complete and Return: Pricing shall not be referenced anywhere else in the quoter's Quote submission.	☐

Solicitation Number: 140P1426Q0001	
DINO Hazardous Tree Mitigation with a Certified Arborist	
QUOTER NAME:	
Notice: Pricing is all-inclusive and shall be a firm fixed price, shall be valid for a minimum of 180 days, and shall include at minimum supervision, all labor, materials/supplies, travel/transportation/delivery, and other direct costs.	

Contractor shall include a breakdown of all associated costs in the total price to assist with fair and reasonable price determination.

In case of error in summation, the total of the corrected amounts governs. Round totals and extended prices to whole dollars.

Quoters shall submit their quoted pricing using the Price Schedule found in the checklist below and attach a detailed breakdown for all line-items as an attachment. Failure to submit pricing and a breakdown for all items will remove the quote from further consideration for award.

The Contracting Office will review the pricing for fair and price reasonableness. For price to be reasonable, it shall represent a price to the Government that a prudent person would pay in the conduct of competitive business.

Quoter acknowledges by presenting the proposed pricing herein that all pricing shall be held firm for 180 days from the date and time the Quotes are due.

Line-Item Number	Contract Line-Item Title	Quantity	Unit of Measure	Line-Item Price
10	Hazardous Tree Mitigation Services including a Professional Arborist Price shall be all inclusive. All work shall be in accordance with the SOW.	1	By Dollars	$
Total Firm Fixed Price			$	

All invoices shall be submitted through the IPP invoicing platform.

Required Technical

A narrative that addresses in the quoter's own words how they will meet the state requirements of the Statement of Work. This narrative shall contain sufficient information to conduct meaningful evaluations and be based on the requirements and type of work being solicited. Copying the government's SOW, simply stating your firm can meet the requirements, or just providing a capability statement shall cause the firm's quote to be ineligible for award and not further considered.

a. At a minimum the quoter shall provide:
   - xi. Arborist Name and Copy of valid certification. ☐
   - xii. Provide relevant past performance via factual documentation or narrative of the arborists' experience, qualifications, and capability, along with providing two examples of their most recent projects within the past three years of similar size and scope in mitigating hazardous trees in a public setting. ☐

xiii.	A copy of the firm's safety plan for meeting the requirements of the SOW.	☐
xiv.	A copy of the firm's standard operating procedures for meeting the requirements of the SOW.	☐
xv.	A copy of the firm's quality control plan for meeting the requirements of the SOW.	☐

(End of Addendum)

FAR Provision 52.212-2 Evaluation – Commercial Products and Commercial Services does not apply, all applicable information regarding evaluation criteria is provided above in the Addendum to FAR 52.212-1.

FAR Provision 52.212-3 Offeror Representations and Certifications – Commercial Products Commercial Services applies to this requirement and can be located in the Provision Section of this solicitation.

FAR Clause 52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services applies to this requirement and is IBR.

FAR 52.212-4 Addendum – Contracts Terms and Conditions – Commercial Products and Commercial Services:

FAR 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 address: http:// www.acquisition.gov/far/

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.212-4	Contract Terms and Conditions - Commercial Products and Commercial Services	NOV 2023
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984

(End of Clause)

FAR 52.252-6	**Authorized Deviation 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 Department of Interior Regulation (48 CFR, Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)
(End of Addendum)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders – Commercial Products and Commercial Services applies to this requirement and is located in Clause Section of this solicitation. All applicable clauses listed in this clause are checked within.

ADDITIONAL REQUIREMENTS & CONTRACT TERMS AND CONDITIONS

The National Park Service contemplates award of an open market, firm-fixed-price, purchase order as a result of this combined synopsis/solicitation to the vendor.

Contractor shall not bill/invoice for amounts over the awarded/obligated amount for all items delivered. Undelivered items shall not be billed or invoiced. Contractor shall not be reimbursed for services performed in excess of obligated funding. Contractor shall bill as stated in the Price Schedule section above.

Clauses Section

FAR 52.212-5	**Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services**	**OCT 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).
☒ (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, Post award Small Business Program Re-representation (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)).
☒ (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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
☐ (34) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
☐ (ii) Alternate I (FEB 1999) of 52.222-26.
☐ (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.
☒ (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).
☒ (39) (i) 52.222-50, Combating Trafficking in Persons (OCT 2025) (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.*).
☐ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (DEVIATION FEB 2025) (~~E.O. 14057~~, 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. 552 a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.
☐ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).
☐ (ii) Alternate I (OCT 2022) of 52.225-1.
☐ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
☐ (ii) Alternate I [Reserved].
☐ (iii) Alternate II (JAN 2025) of 52.225-3.
☐ (iv) Alternate III (FEB 2024) of 52.225-3.
☐ (v) Alternate IV (Oct 2022) of 52.225-3.
☐ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
☒ (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).
☒ (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).
☒ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).
☐ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
☐ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
☐ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
☒ (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.*]
☒ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).
☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).
☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
☒ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
☐ (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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
(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)
(A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).
(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
(xxii)
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.212-5 Addendum to Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services

52.204-30	**Federal Acquisition Supply Chain Security Act Orders—Prohibition**	**DEC 2023**

(a) Definitions. As used in this clause—
Covered article, as defined in 41 U.S.C. 4713(k), means—
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153).
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201– 1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence
(2) The Central Intelligence Agency
(3) The National Security Agency
(4) The Defense Intelligence Agency
(5) The National Geospatial-Intelligence Agency
(6) The National Reconnaissance Office
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy
(9) The Bureau of Intelligence and Research of the Department of State

(10) The Office of Intelligence and Analysis of the Department of the Treasury
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier. (b) Prohibition.
(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows: (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply. (ii) For all other solicitations and contracts DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).
(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
(5) (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government
(B) Name of the covered article or source subject to a FASCSA order
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror
(D) Brand
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number)

F) Item description
(G) Reason why the applicable covered article or the product or service is being provided or used;
(ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b) (5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at https:// dibnet.dod.mil.
(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article, or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:
(A) Contract number
(B) Order number(s), if applicable
(C) Name of the product or service provided to the Government or used during performance of the contract
(D) Name of the covered article or source subject to a FASCSA order
(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor
(F) Brand
(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number)
(H) Item description; and
(I) Any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
(A) Any further available information about mitigation actions undertaken or recommended.
(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future

submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of Clause)
(End of 52.212-5 Addendum)

(End of Clause)

DIAR 1452.228-70	**Liability Insurance – Department of the Interior**	**JUL 1996**

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$ 100,000 each person
$ 500,000 each occurrence
$ 100,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number, and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(End of Clause)

Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP)	**February 2021**

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

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

website address is: https://www.ipp.gov.
Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:
Invoice to be on company letterhead with stated contract number.
The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

Prohibition of All Terrain Vehicles (ATV's)	**JUL 1996**

The contractor is prohibited from utilizing All-Terrain Vehicles (ATV)s on National Park Service lands. ATV is defined as: A motorized off-highway vehicle (OHV) traveling on four or more low-pressure tires, having a seat to be straddled by the operator and a handlebar for steering control.

Use of Utility Terrain Vehicles (UTVs) is permitted. UTV (also called a side-by-side) is defined as: A motorized OHV having four or more low pressure tires, designed with side-by-side seats, seatbelts, steering wheel, and optional cab, brush cage, or ROPS.

(End of Local Clause)

Provisions Section

All interested parties shall be registered and active in the System for Award Management or SAM at the time an quotation is submitted.

FAR 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**

52.204-7	System for Award Management	NOV 2024
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.212-1	Instructions to offerors-Commercial Products or Commercial Services	SEP 2023

(End of Provision)

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

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

(a) Definitions. As used in this provision—

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting

from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such

as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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

(End of provision)

FAR 52.212-3	Offeror Representations and Certifications - Commercial Products and Commercial Services	OCT 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"—

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 at13 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 CFR124.104(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 least51 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) Representations required to implement provisions of Executive Order 11246-

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352)*. (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant

contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1)

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

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

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

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

(2) Foreign End Products:

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

[*List as necessary*]

(3) Domestic end products containing a critical component:

Line Item No. ___

[*List as necessary*]

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

(g)

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

(i)

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

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

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

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

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

[*List as necessary*]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. ___

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
_____
_____
_____

[*List as necessary*]

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

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

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

Korean End Products or Israeli End Products:

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

[*List as necessary*]

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

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

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

Other End Products:

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

[*List as necessary*]

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

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

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

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

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

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

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

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

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

(ii) *Examples*.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

☐ (i) *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 the SAM to be eligible for award.)

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting

contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐TIN: _____.

☐TIN has been applied for.

☐TIN is not required because:

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

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

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

(4) *Type of organization*.

☐Sole proprietorship;

☐Partnership;

☐Corporate entity (not tax-exempt);

☐Corporate entity (tax-exempt);

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

☐Foreign government;

☐International organization per 26 CFR1.6049-4;

☐Other _____.

(5) *Common parent*.

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

☐Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) *Representation*. The Offeror represents that–

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that–

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that

is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

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

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

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

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

Predecessor legal name:_____.

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(u)

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

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

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

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

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

(2) The Offeror represents that–

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

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

(End of Provision)

Addendum to 52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services

52.204-29	**Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures.**	**DEC 2023**

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures. (1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)
(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:
(1) Name of the product or service provided to the Government
(2) Name of the covered article or source subject to a FASCSA order
(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror
(4) Brand
(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number)
(6) Item description
(7) Reason why the applicable covered article or the product or service is being provided or used
(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of Addendum)
(End of Provision)

FAR 52.237-1	Site Visit.	APR 1984

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)