REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

PAGE 1 OF PAGES 28

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
140P5126R0012	06/09/2026	0044045309		

5a. ISSUED BY
NPS SER EAST MABO
100 Alabama St., SW
1924 Building
Atlanta GA 30303-8701

6. DELIVER BY *(Date)*
11/30/2026

7. DELIVERY
[X] FOB DESTINATION [ ] OTHER *(See Schedule)*

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

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Jade Bynum	404	507-5756

9. DESTINATION
a. NAME OF CONSIGNEE
NPS, Blue Ridge Parkway

8. TO:

a. NAME	b. COMPANY

b. STREET ADDRESS
Headquarters, 199 Hemphill Knob Rd

c. STREET ADDRESS

c. CITY
Asheville

d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
			NC	28803-8686

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*
07/09/2026 1700 ED

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)
	Replace Wood Fencing at Mabry Mill and Rocky Knob Picnic Areas for NPS, Blue Ridge Parkway. This is a combined synopsis/solicitation for a commercial item prepared in accordance with the format outlined in FAR Subpart 12, FAC 2005-87 and as supplemented with additional information included in this notice. This announcement constitutes the only solicitation. Proposals are being requested and a written solicitation will not be issued. The resultant purchase order will be awarded using simplified acquisition procedures in Continued...				

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

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		
b. STREET ADDRESS	16. SIGNER	
	a. NAME *(Type or print)*	b. TELEPHONE AREA CODE
c. COUNTY		
d. CITY / e. STATE / f. ZIP CODE	c. TITLE *(Type or print)*	NUMBER

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Previous edition not usable

STANDARD FORM 18 (REV. 6/1995)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	accordance with FAR 13. This is a small business set aside in accordance with FAR 19. The National Park Service, Contracting Operations (ConOps) East, has a requirement to Replace Wood Fencing at Mabry Mill and Rocky Knob Picnic Areas for NPS, Blue Ridge Parkway in Asheville, NC. This procurement will be 100% set-aside for Small Businesses. The NAICS code is 238990 - All Other Specialty Trade Contractors. The small business standard is $16,500,000. Product Service code: M1PZ, OPERATION OF OTHER NON-BUILDING FACILITIES. All interested offers MUST have an active vendor record in SAM.gov, be a small business under the identified NAICS code and NOT have any exclusions such as a delinquent federal debt or debarment. The solicitation number assigned to this requirement is 140P5126R0012. The solicitation is issued as a Request for Proposal (RFP). The Government intends to award a Firm-Fixed Price Contract to the firm that provides the best value, which will result from lowest price technically acceptable, without discussions in accordance with FAR 13.106-2. All responsible sources may submit a proposal, which if timely received, shall be considered by the Agency. Companies must have valid UEI number and be registered with System for Award Management (www.sam.gov). SAM.gov offers free services. An offeror must ensure that they are self-certified under NAICS Code 238990 in the Representations and Certifications portion of SAM.gov. SITE VISIT INFORMATION: A site visit will be held on Thursday, 18 June 2026 at 10am (EDT). Contractors should meet at Mabry Mill Restaurant (coordinates 36°45'06.1"N 80°24'19.4"W), and a sign-in sheet will be provided to take attendance. Chad M Zettler will be managing the site visit and can be contacted by Mobile at 828-674-8760 for site visit information only. Continued...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	QUESTIONS: Email any questions to Jade_bynum@ios.doi.gov by 5pm (EDT) on 25 June 2026 to be considered. Answers to questions will be posted in the same manner as this notice. It is the Offerors' responsibility to check for updated information. No oral or late questions will be accepted. The closing date and time for receipt of proposals is Thursday, 9 July 2026 at 5pm (EDT) via email to Jade_bynum@ios.doi.gov. Period of Performance: 08/01/2026 to 11/30/2026				
00010	Replace Split Rail Fencing Product/Service Code: M1PZ Product/Service Description: OPERATION OF OTHER NON-BUILDING FACILITIES Delivery: 11/30/2026				

REQUEST FOR PROPOSAL (RFP)

Contracting Activity: **East Contracting Office (NPS)**
100 Alabama St. SW Bldg 1924
Atlanta, GA 30303

Government Representative: **Mrs. Jade Bynum**
Phone: 404-430-7906
Jade_bynum@ios.doi.gov

Request the purchase of the items/service listed below. Please provide a quote no later than: Thursday, 9 July 2026 at 5pm (EDT).

ADDENDA TO 52.212-1:

OFFERORS SHALL COMPLETE THE FOLLOWING:

1. UEI Number :_____
2. Contractor Name _____
3. Payment Terms/Discount (i.e. Net 15, Net 30, etc.): Net 15
4. Period of Performance: 08/1/2026 to 11/30/2026
5. Business Size (i.e. small business, women-owned, etc.): Small Business
6. POC Name: _____
7. POC Phone / Fax Number: _____
8. POC Email Address: _____
9. Date: _____

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LINE ITEM 0010: BLRI Replace Wood Fencing (see SOW for details) _____

TOTAL: $_____

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	NOV 2024
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-24	Representation Regarding Certain Telecommunications and	NOV 2021
52.204-25	Video Surveillance Services or Equipment Prohibition on Contracting for Certain Telecommunications	NOV 2021
52.204-26	and Video Surveillance Service and Equipment Covered Telecommunications Equipment or Services-Representation	OCT 2020
52.212-1	Instructions to Offerors--Commercial Items	SEP 2023
52.212-4	Contract Terms and Conditions--Commercial Items	NOV 2023
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Proposals will be evaluated based on best value to the Government, which will result from lowest price technically acceptable. The following factors shall be used to evaluate offers:

(i) technical capability of the item offered to meet the Government requirement;
(ii) price;
(iii) past performance (see FAR 15.304);

Technical and past performance, when combined, are equal when compared to price.

The Government reserves the right to make a selection based upon initial offer without discussions; therefore, the offeror should submit their best terms in their initial offer. The Government also reserves the right to enter discussions and request revised offers if needed and may also determine to make no award.

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024) [(DEVIATION FEB 2025)]

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via 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 Order11246-

(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 $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1)

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

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

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

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

(2)Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[*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)(5)(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*]

(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)(5)(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:

Listed End Product:	Listed Countries of Origin:

(iii) 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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) [(DEVIATION FEB 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, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

__ (ii)Alternate I (Mar 2020) of 52.219-28.

__ (27)52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

__ (28)52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

__ (29)52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

__ (30)52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

__ (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 (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

__ (40)52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (41)(i)52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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

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

__ (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 (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

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

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

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

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

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

(xxii)

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

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

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

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

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/

(End of clause)

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 [Contracting Officer to edit and include the documentation required under this contract]: **Contractors Invoice**

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)

LOC-DOI AGENCY PROTESTS - Agency Protests

Insert the provision in all solicitations

Agency Protests

(a) Interested parties may request an independent review at a level above the Contracting Officer of protests filed directly with the agency. This review is available as an alternative to consideration of the protest by the Contracting Officer or as an appeal of the Contracting Officer's response to the protest. An interested party may:

(1) Protest to the Contracting Officer;
(2) Protest directly to the Bureau Procurement Chief without first protesting to the Contracting Officer; or
(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.
(4) Requests for Bureau Procurement Chief review should be addressed to:

Jade Bynum
East Major Acquisition Buying Office
National Park Service
Email: jade_bynum@ios.doi.gov
Phone: (404) 430 - 7906

(c) Requesting independent agency review will not extend the Government Accountability Office's (GAO's) timeliness requirements. Any subsequent protest to the GAO must be filed within ten days of knowledge of initial adverse agency action (see 4 CFR 21.2(a)(3).)

(End of Clause)

Submitting a Quote
Quotes shall be submitted on the above Price Schedule, SF18. Additionally, technical proposals in accordance with FAR 52.212-2, evaluations should be submitted. Cost proposals should include break down with unit pricing rates for all labor, equipment, materials including mobilization, and travel for the contract period. No other forms or documents are required unless specifically requested by the contracting officer. Offers must acknowledge receipt of all solicitation amendments.

Evaluation of Quotes: Quotes will be evaluated using the procedures set forth in FAR Part 13, Simplified Acquisition Procedures and evaluation criteria listed in FAR 52.212-2 above. The Contracting Officer will make a best value determination, which will result from lowest price technically acceptable, under these guidelines.