SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER 86432631135

PAGE 1 OF 46

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE 07/02/2026

4. ORDER NUMBER

5. SOLICITATION NUMBER 19AQMM26R0119

6. SOLICITATION ISSUE DATE 07/02/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME Kiara Jackson

b. TELEPHONE NUMBER (*No collect calls*)

8. OFFER DUE DATE / LOCAL TIME 08/03/2026 17:00 ET

9. ISSUED BY CODE GAAM_
BUREAU OF GLOBAL ACQUISITIONS (GA)
1200 Wilson Blvd., SA-6B
ATTN: GA
ARLINGTON, VA 22209

10. THE ACQUISITION IS
- [ ] UNRESTRICTED OR
- [X] SET ASIDE: % FOR
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS):
SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %

- [ ] 13a. THIS CONTRACT IS RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [X] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

Contact
Telephone No.
UEI:

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES (*Use Reverse and/or Attach Additional Sheets as Necessary*)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Line Information				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Government Use Only*)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)
Kiara D. Jackson

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATE SIGNED

31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*)
Kiara Jackson

31c. DATE SIGNED 07/02/2026

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

Section A - Solicitation/Contract Form

Line Item Summary	Solicitation Number: 19AQMM26R0119	Contract Number:	Title: Environmental, Health, and Safety (EHS) Services		Date of Solicitation: 07/02/2026

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
001	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	2,000.0	HR	$0.00	$0.00
	Description: EHS Project ManagerOne (1) Position CIH or CSP preferred.				
	Reference Line: 86432631135 - 001				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
002	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	2,000.0	HR	$0.00	$0.00
	Period of Performance: 10/30/2026 - 10/29/2027				
	Description: EHS SpecialistOne (1) Position				
	Reference Line: 86432631135 - 002				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
003	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	4,000.0	HR	$0.00	$0.00
	Period of Performance: 10/30/2026 - 10/29/2027				
	Description: Industrial Hygienist and Safety Two (2) Positions				
	Reference Line: 86432631135 - 003				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
004	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	1,000.0	HR	$0.00	$0.00
	Period of Performance: 10/30/2026 - 10/29/2027				
	Description: Environmental Specialist Part-time Position				
	Reference Line: 86432631135 - 004				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
005	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Firm Fixed Price	1.0	LT	$10,000.00	$10,000.00
	Period of Performance: 10/30/2026 - 10/29/2027				
	Description: Special Services (Project-by-Project Pricing)				
	Reference Line: 86432631135 - 005				

Number	Supplies or Services	Qty	Unit	Unit Price	Material Costs	Travel Costs	Total (Inc. disc., tax, and fees)
006	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Time and Materials	1.0	LT	$150,000.00	$0.00	$0.00	$150,000.00
	Period of Performance: 10/30/2026 - 10/29/2027						
	Description: Other Direct Costs (Labs, travel, etc) NOTE: Handling Charge (for application to ODCs in order to determine a fixed ODC handling price) (To be proposed/negotiated.) (Note that the Unit Price listed for this CLIN is for estimate only and is not guaranteed.)						
	Reference Line: 86432631135 - 006						

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	2,000.0	HR	$0.00	$0.00
	Description: EHS Project Manager One (1) Position CIH or CSP preferred.				
	Reference Line: 86432631135 - 008				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	2,000.0	HR	$0.00	$0.00
	Description: EHS Specialist One (1) Position				
	Reference Line: 86432631135 - 009				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1003	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	4,000.0	HR	$0.00	$0.00
	Description: Industrial Hygiene and Safety Specialists Two (2) Positions				
	Reference Line: 86432631135 - 010				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1004	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	1,000.0	HR	$0.00	$0.00
	Description: Environmental Specialist Part-time Position				
	Reference Line: 86432631135 - 011				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1005	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Firm Fixed Price	1.0	LT	$10,000.00	$10,000.00
	Description: Special Services (Project-by-Project Pricing)				
	Reference Line: 86432631135 - 012				

Number	Supplies or Services	Qty	Unit	Unit Price	Material Costs	Travel Costs	Total (Inc. disc., tax, and fees)
1006	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Time and Materials	1.0	LT	$154,500.00	$0.00	$0.00	$154,500.00
	Description: Other Direct Costs (Labs, travel, etc) NOTE: Handling Charge (for application to ODCs in order to determine a fixed ODC handling price) (To be proposed/negotiated.) (Note that the Unit Price listed for this CLIN is for estimate only and is not guaranteed.)						
	Reference Line: 86432631135 - 013						

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	2,000.0	HR	$0.00	$0.00
	Description: EHS Project Manager One (1) Position CIH or CSP preferred.				
	Reference Line: 86432631135 - 008				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2002	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	2,000.0	HR	$0.00	$0.00
	Description: EHS Specialist One (1) Position				
	Reference Line: 86432631135 - 009				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2003	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	4,000.0	HR	$0.00	$0.00
	Description: Industrial Hygiene and Safety Specialists Two (2) Positions				
	Reference Line: 86432631135 - 010				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2004	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Labor Hours	1,000.0	HR	$0.00	$0.00
	Description: Environmental Specialist Part-time Position				
	Reference Line: 86432631135 - 011				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2005	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Firm Fixed Price	1.0	LT	$10,000.00	$10,000.00
	Description: Special Services (Project-by-Project Pricing)				
	Reference Line: 86432631135 - 012				

Number	Supplies or Services	Qty	Unit	Unit Price	Material Costs	Travel Costs	Total (Inc. disc., tax, and fees)
2006	PSC: Z1AA PSC Description: MAINTENANCE OF OFFICE BUILDINGS Type of Contract Pricing: Time and Materials	1.0	LT	$159,135.00	$0.00	$0.00	$159,135.00
	Description: Other Direct Costs (Labs, travel, etc) NOTE: Handling Charge (for application to ODCs in order to determine a fixed ODC handling price) (To be proposed/negotiated.) (Note that the Unit Price listed for this CLIN is for estimate only and is not guaranteed.)						
	Reference Line: 86432631135 - 013						

	CLIN Funding:	Cost:
Base Totals:	$0.00	$493,635.00
Exercised Options Totals:	$0.00	$0.00
Unexercised Options Totals:	$0.00	$0.00
Base and Options Totals:	$0.00	$493,635.00

Clause	Title	Fill-ins
52.246-2 Alt I	Inspection of Supplies-Fixed-Price (Aug 1996) - Alternate I (Jul 1985)	
52.212-4	Terms and Conditions-Commercial Products and Commercial Services (DEVIATION JAN 2026)	
52.227-3 Alt I	Patent Indemnity (Apr 1984) - Alternate I (Apr 1984)	
52.227-3 Alt II	Patent Indemnity (Apr 1984) - Alternate II (Apr 1984)	
52.227-3 Alt III	Patent Indemnity (Apr 1984) - Alternate III (Jun 2020)	
52.230-4	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns (DEVIATION JAN 2026)	
52.232-7 Alt II	[Deleted]	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
52.245-9	Use and Charges (Apr 2012)	
52.246-24 Alt I	Limitation of Liability-High-Value Items (Feb 1997) - Alternate I (Apr 1984)	
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services (DEVIATION JAN 2026)	
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	

B-010 - TYPE OF CONTRACT

The contract type for this requirement is a Time & Materials/Labor Hour contract.
(*end of clause*)

B.2 - MINIMUM AND MAXIMUM CONTRACT AMOUNTS – INDEFINITE QUANTITY CONTRACT

(a) In accordance with FAR 52.216-22, Indefinite Quantity, the minimum quantity that the Government guarantees to order under this indefinite-quantity contract shall be any quantity or combination of supplies and services having a total value equal to the amounts set forth below. If an option period is exercised, the minimum applicable to that option period shall apply separately and independently to that option period.

Contract Period	Minimum Amount
Base Year	$10,000.00
Option Year One	$10,000.00
Option Year Two	$10,000.00

(b) The maximum quantity that may be ordered under this indefinite-quantity contract, including the base period and all option periods, shall be any quantity or combination of supplies and services having a total value not to exceed $5,500,000.00.

(End of clause)

B.3 - OTHER DIRECT COSTS (ODCs)

CLINs 006, 1006, and 2006 are established to reimburse the Contractor for allowable Other Direct Costs (ODCs) that are necessary for performance of this contract and specifically authorized in advance by the Contracting Officer's Representative (COR). Allowable ODCs may include, but are not limited to:

- Laboratory analysis and testing services;
- Specialized sampling and testing materials;
- Equipment rental;
- Travel authorized in accordance with this contract;
- Shipping and freight charges;

Reimbursable ODCs shall be reimbursed at the Contractor's actual cost plus the negotiated handling charge, if applicable, and shall not include profit unless otherwise expressly authorized by the contract.

The Contractor shall submit copies of invoices, receipts, or other supporting documentation sufficient to substantiate all ODCs claimed for reimbursement.

Items purchased by the Contractor with Government approval under this contract shall become the property of the Government when required by the Contracting Officer or as otherwise provided in the contract.

Note: Certain items may be required to be obtained from mandatory Government sources of supply in accordance with applicable Federal Acquisition Regulation (FAR) requirements. The Contractor shall obtain authorization from the COR or Contracting Officer before purchasing such items.

(End of clause)

C-001 - Statement of Work

Please see Request for Proposal (RFP) Attachment 1 for the Statement of Work.

52.211-8 Alt I - Time of Delivery (June 1997) - Alternate I (Apr 1984)

(a) The Government requires delivery to be made according to the following schedule:
REQUIRED DELIVERY SCHEDULE
[Contracting Officer insert specific details]

Item No.	Quantity	Within Days After Date of Contract
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.
OFFEROR'S PROPOSED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by 10/30/2026 [*Contracting Officer insert date*]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.
(End of clause)
Delivery shall begin within 30 days after award.
Performance period: October 30, 2026, through October 29, 2027

F-006 - PERIOD OF PERFORMANCE

The period of performance shall consist of a one-year base period from October 30, 2026, through October 29, 2027, followed by two one-year option periods. Option Year One shall be from October 30, 2027, through October 29, 2028, and Option Year Two shall be from October 30, 2028, through October 29, 2029. The option periods may or may not be exercised at the sole discretion of the Government.

The total period of performance may be extended for up to an additional six (6) months pursuant to FAR 52.217-8, Option to Extend Services, if exercised by the Government.

(end of clause)

F-007 - PLACE OF PERFORMANCE

The primary place of work performance shall take place at the DOS facility located at 2201 C Street, NW, Washington, DC 20520. Specific task work locations will be directly coordinated between the Contractor Representative and the COR or GTM.

(*end of clause*)

G-002 - CONTRACT ADMINISTRATION DATA

Contracting Officer: Kiara D. Jackson
First Class Mailing:
U.S. Department of State
Office of Acquisition Management
P.O. Box 9115, Rosslyn Station
Arlington, Virginia 22219
Courier or Hand Delivery: U.S. Department of State
Office of Acquisition Management
4th Floor
1735 N. Lynn Street
Arlington, Virginia 22209
Contracting Officer's
Representative (COR): Christopher P. Williams
Telephone Number: 771-205-9201
(*end of clause*)

INV-IPP - ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS AND INSTRUCTIONS TO IMPLEMENT USAGE OF THE INVOICE PROCESSING PLATFORM (IPP).

(a) *Definitions.* As used in these instructions

(1)"Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of these instructions, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP) at www.ipp.gov. Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with the IPP application can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866)973-3131. The Contractor shall ensure that its supporting documentation conforms to IPP requirements. IPP accommodates up to **25 supporting attachments per invoice**, individual attachment file size may not exceed **ten megabytes (10mb)**. If the Contractor assesses that their supporting documentation will not reasonably conform to IPP requirements, the Contractor shall contact the Contracting Officer to explore possible alternatives. In addition, the IPP only allows certain characters to be used as the invoice number. The invoice number shall conform to the IPP convention and the attachments (if used) shall match exactly the invoice number allowed. The allowed characters in the IPP are "abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789-_"

(c) If the Contractor wishes to be paid via a foreign bank account, the contractor must properly fill out form GFS-FO-CLM-089 and attach it to each invoice in the IPP where payment to a foreign bank account is requested. The form can obtained by e-mailing CGFSIPPITSForm@state.gov.

(d) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(e) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

[End of instructions]

H-001 - Standards of Conduct

The Contractor shall maintain the highest standards of professional and ethical conduct in the performance of this contract. The Contractor shall not engage in any conduct that may give rise to an actual or apparent conflict of interest or otherwise compromise the integrity of the services provided under this contract.

The Contractor shall ensure that all employees, subcontractors, and agents comply with applicable U.S. Government standards of conduct, including, but not limited to, policies regarding personal behavior, workplace professionalism, anti-harassment, and ethical business practices.

The Contractor shall not offer, provide, or accept any gratuity, gift, favor, or anything of monetary value to or from any Government employee for the purpose of influencing any official act or decision related to this contract.

The Contractor shall immediately notify the Contracting Officer of any actual or potential violations of these standards. Failure to comply with these requirements may result in termination of the contract or other remedies as deemed appropriate by the Government. (end of clause)

H-007 - INSURANCE REQUIREMENTS

In accordance with FAR 52.228-5 "INSURANCE--WORK ON A GOVERNMENT INSTALLATION," the Contractor shall, at no additional expense to this contract, provide and maintain, in addition to any other insurance coverage required elsewhere in this contract, the following types of insurance in the amounts specified. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing, that at least the kinds and minimum amounts of insurance required below have been obtained.
(a) Workers' Compensation and Employer's Liability--The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
(b) General Liability--The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least $500,000 per occurrence.
(c) Automobile Liability--The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
(d) Aircraft Public and Passenger Liability--When aircraft are used in connection with performing the contract, the Contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per occurrence for property damage. Coverage of passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.
(e) Vessel Liability--When contract performance involves use of vessels, the Contractor shall provide vessel collision liability and protection and indemnity liability insurance.
(*end of clause*)

H-009 - CONTRACTOR IDENTIFICATION

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.
Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
2) Clearly identify themselves and their contractor affiliation in meetings;
3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
(*end of clause*)

H-016 - KEY PERSONNEL

(1) The Contractor shall assign to this contract the following key personnel:

Position	Level
EHS Project Manager	Senior
EHS Specialist – Special Programs	Senior
Industrial Hygiene & Safety Specialists	Mid
Environmental Specialist	Senior

[Names to be inserted by Offeror at time of proposal submission.]

(2) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.
(3) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
(1) an explanation of the circumstances necessitating the substitution;
(2) a complete resume of the proposed substitute; and
(3) any other information requested by the Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
(*end of clause*)

H-020 - SAFEGUARDING INFORMATION

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.
(*end of clause*)

H-031 - SECURITY REQUIREMENTS

H-031 - SECURITY REQUIREMENTS

(a) A facility security clearance at the _____ **(indicate one)** is required for contract performance in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, attached to this contract.

(b) Since it will be necessary for some Contractor Personnel to have access to classified material and/or enter into areas requiring security clearances, each Contractor employee requiring such access must have a _____ **(indicate one)** personnel security clearance issued by the Defense Counterintelligence and Security Agency (DCSA) prior to contract performance.

(c) The Contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities in accordance with Bureau of Diplomatic Security Instructions.

(d) Performance of this contract shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification and FAR 52.240-92 "SECURITY REQUIREMENTS."

(e) Classified material received or generated in the performance of this contract shall be safeguarded and disposed of in accordance with the National Industrial Security Program Operating Manual (NISPOM) (32 CFR Part 117)

H-032 - ORGANIZATIONAL CONFLICT OF INTEREST - General

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

(*end of clause*)

H-050 - COMPLIANCE WITH FEDERAL ANTI-DISCRIMINATION LAWS - CERTIFICATION (EO 14173, January 2025)

(a) *Definition*. As used in this provision -
Program promoting diversity, equity, and inclusion means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

(b) *Certification*. By submission of its offer, the Offeror certifies that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

(End of provision)

52.212-5 - Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Mar 2026)

(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.*]

X (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).

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

X (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).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

__ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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

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

__ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

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

X (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.

X (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).

X (21)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Jan 2025) of 52.219-9.

__ (22)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (Mar 2020) of 52.219-13.

__ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

__ (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

__ (26)(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

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

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

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

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

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

X (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

__ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Mar 2026) (E.O. 13126).

X (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (34)(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

__ (ii) Alternate I (Feb 1999) of 52.222-26.

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

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

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

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

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

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

X (39)(i) 52.222-50, Combating Trafficking in Persons (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) (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. 552a).

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

__ (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

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

__ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

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

__ (iv) Alternate III (Feb 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

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

__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

__ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Nov 2021) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

X (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(x) 52.222-26, Equal Opportunity (Sept 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)

52.217-8 - Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within _____ [*insert the period of time within which the Contracting Officer may exercise the option*].
(End of clause)

52.217-9 - Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within _____ [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months) (years).
(End of clause)

52.219-17 - Section 8(a) Award (Oct 2019)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
(2) Except for novation agreements, delegates to the _____ [*insert name of contracting activity*] the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
(4) To notify the _____ [*insert name of contracting agency*] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.
(End of clause)

52.223-9 - Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."
"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
(b) The Contractor, on completion of this contract, shall--
(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
(2) Submit this estimate to _____ [*Contracting Officer complete in accordance with agency procedures*].
(End of clause)

52.223-23 - Sustainable Products (DEVIATION FEB 2026)

(a) *Definitions.* As used in this clause—Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https:// www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https:// www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

652.204-70 - DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (JAN 2026)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
(b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm .

(End of Clause)

652.219-71 - SECTION8(a) DIRECT AWARDS (AUG 1999)

(a) This purchase order or contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of State (DOS). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[To be completed by the contracting officer at the time of award]
(b) The DOS contracting officer is responsible for administering the purchase order or contract and taking any action on behalf of the Government under the terms and conditions of the purchase order or contract. However, the DOS contracting officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the purchase order or contract. The DOS contracting officer shall also coordinate with SBA prior to processing any novation agreement. The DOS contracting officer may assign contract administration functions to a contract administration office.
(c) The contractor agrees:
(1) to notify the DOS contracting officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and,
(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.
(End of clause)

652.232-72 - LIMITATION OF FUNDS (AUG 1999)

(a) Of the total price in Section B (or the 'Prices' section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.
(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.
(c)
(1) It is contemplated that funds now obligated under this contract will cover the work to be performed until [contracting officer insert date].
(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.
(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.
(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.
(e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.
(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.
(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.
(End of clause)

J-001 - List of Attachments

1. Statement of Work

52.203-2 - Certificate Of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the dis-closure.
(End of clause)

52.204-3 - Taxpayer Identification (Oct 1998)

(a) *Definitions*.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) *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.

(e) *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 _____.

(f) *Common parent*.

__ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

__ Name and TIN of common parent:

Name _____..

TIN _____..

(End of provision)

52.204-26 - Covered Telecommunications Equipment or Services-Representation (Oct 2020)

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

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

(c) *Representations*.

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

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

(End of provision)

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 provision)

52.209-2 - Prohibition on Contracting with Inverted Domestic Corporations--Representation (DEVIATION JAN 2026)

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

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).
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.
(b) 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 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
(c) *Representation.* The Offeror represents that-
(1) It __is, __is not an inverted domestic corporation; and

(2) It __is, __is not a subsidiary of an inverted domestic corporation.

(End of provision)

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

52.209-5 - Certification Regarding Responsibility Matters (DEVIATION JAN 2026)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--
(i) The Offeror and/or any of its Principals--
(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
(D) 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. Federal taxes are considered delinquent if both of the following criteria apply:
(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(2) 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) The Offeror has __ has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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--

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

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

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

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

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

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran, as used in this definition*, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem,

or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

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

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

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

Small business concern--

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through *http://www.sam.gov*. After reviewing the 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*: _____.]

(i) It __ is, __ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; or

(ii) 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*: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall provide representation of its WOSB status.

(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*: _____.]

(i) It __ is, __ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; or

(ii) 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*: _____.] Each EDWOSB concern participating in the joint venture shall provide representation of its EDWOSB status.

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 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 $3,500 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 CFR 1.6049-4;

__ Other _____.

(5) *Common parent.*

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

__ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code:
_____.

Immediate owner legal name:
_____.
(*Do not use a "doing business as" name*)

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

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

Highest-level owner CAGE code:
_____.

Highest-level owner legal name:
_____.
(*Do not use a "doing business as" name*)

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name:
_____
(*Do not use a "doing business as" name*)

(s) [Reserved].

(t) *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)

52.225-2 - Buy American Certificate (Oct 2022)

(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) 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".

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

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

(b) Foreign End Products:

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

[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. _____

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

L.0 - SECTION L – INSTRUCTIONS TO OFFEROR

L.1 General Instructions

This acquisition is being conducted as a competitive 8(a) set-aside procurement in accordance with FAR Subpart 19.8, Contracting with the Small Business Administration (SBA) 8(a) Program, and 13 CFR Part 124. The Government intends to award a single contract to the eligible SBA-certified 8(a) participant whose proposal represents the best value to the Government, considering price and the non-price factors identified in Section M.

Offerors shall submit complete proposals addressing all requirements of this solicitation.

Electronic proposals shall be submitted to:

Kiara D. Jackson
Contracting Officer
U.S. Department of State
JacksonKD1@state.gov

Proposals are due no later than August 3, 2026, at 5:00 p.m. Eastern Time. Late proposals may not be considered in accordance with the solicitation provisions.

The Government's technical point of contact is:

Christopher P. Williams, CIH, CSP
Safety Branch Chief
U.S. Department of State, A/DOES/RP/FMS/FSP
williamscp@state.gov
(771) 205-9201

All contractual questions shall be submitted to the Contracting Officer. Communications with the technical point of contact shall be limited to technical matters and shall not involve proposal evaluation, source selection, or other procurement-sensitive issues.

L.2 Proposal Formatting Instructions

Proposals shall conform to the following formatting requirements:

Page Size: 8.5 x 11 inches
Font: Times New Roman or similar serif font
Font Size: 12-point
Margins: One (1) inch on all sides
Line Spacing: Single or 1.15

Proposal Volumes

Volume	Description	Page Limitation
Volume I	Technical Proposal	25 pages
Volume II	Past Performance	10 pages
Volume III	Price Proposal	No page limit (Price Narrative limited to 75 pages)
Volume IV	Key Personnel Qualification	No page limit

Notes:

Resumes and Letters of Commitment submitted under Volume IV do not count toward the Volume I page limitation.

Subcontractor quotations or pricing proposals submitted as appendices to Volume III do not count toward the Price Narrative page limitation.

L.3 Volume I – Technical Proposal Requirements

The Technical Proposal shall clearly demonstrate the Offeror's understanding of the Statement of Work (SOW) and its capability to successfully perform the required Environmental, Health, and Safety (EHS) services. The Technical Proposal will be evaluated in accordance with the evaluation criteria set forth in Section M.

The Technical Proposal shall address the following:

L.3.1 Technical Approach

The Offeror shall describe its technical approach to providing comprehensive EHS services in accordance with the SOW. At a minimum, the proposal shall address the following:

(a) EHS Project Management and Program Development

Describe the Offeror's approach to providing senior-level EHS project management services, including management of industrial hygiene and occupational safety programs across approximately 125 Department facilities. Discuss the Offeror's experience providing technical advice on complex EHS issues and utilizing specialized field equipment and software (e.g., Maximo).

(b) EHS Special Programs and Management Systems

Describe the Offeror's approach to supporting OSHA Voluntary Protection Program (VPP) sites, Green Globes and LEED certification efforts, internal EHS auditing programs, and continuous quality improvement initiatives.

(c) Industrial Hygiene and Safety Services

Describe the Offeror's approach to providing industrial hygiene and occupational safety services, including, but not limited to:

Ergonomic evaluations;

Indoor air quality investigations;
Asbestos sampling;
Drinking water sampling;
Hazard assessments; and
Employee exposure monitoring.
(d) Environmental Compliance
Describe the Offeror's approach to supporting environmental compliance activities, including fuel management, Spill Prevention, Control, and Countermeasure (SPCC) programs, air and water permitting, hazardous waste management, and other applicable environmental compliance requirements.
(e) Specialized Services
Describe the Offeror's capability to provide or obtain specialized EHS services, including emergency response, spill response, building decontamination, and specialized construction safety support. Describe existing relationships with subcontractors or other resources that enable rapid response when specialized services are required.

L.3.2 Management Approach

The Offeror shall describe its management approach to successfully performing this contract.
At a minimum, the proposal shall address:
(a) Organizational Structure and Staffing
Provide an organizational chart identifying lines of authority, reporting relationships, and key personnel. Describe the staffing approach necessary to support approximately 9,000 labor hours annually. Address continuity of operations, employee absences, surge requirements, and subcontractor management, as applicable.
(b) Quality Control
Describe the Offeror's Quality Control Plan and internal review processes used to ensure contract compliance, timely performance, and adherence to applicable federal EHS requirements.
(c) Contract Administration
Describe the Offeror's approach to coordinating with the Contracting Officer's Representative (COR), preparing required reports, tracking labor hours and expenditures, and managing invoicing for labor and Other Direct Costs (ODCs).
(d) Risk Management
Identify potential performance risks and describe mitigation strategies, including contingency planning for key personnel turnover, emergency response requirements, and unexpected workload fluctuations.

L.3.3 Key Personnel

The Offeror shall submit resumes and Letters of Commitment for all Key Personnel identified in Section H-016 under Volume IV.
Resumes shall clearly demonstrate that each proposed individual possesses the education, certifications, professional experience, and qualifications necessary to successfully perform the duties identified in the Statement of Work.
The Government will evaluate the qualifications and relevant experience of proposed Key Personnel in accordance with Section M.
The required Key Personnel are:
EHS Project Manager
EHS Specialist
Industrial Hygiene and Safety Specialists (Two Positions)
Environmental Specialist

L.4 Volume II – Past Performance

Offerors shall submit past performance information for a minimum of two (2) and a maximum of five (5) contracts performed within the past four (4) years that are relevant in size, scope, and complexity to the requirements of this solicitation.
Relevant past performance includes contracts involving Environmental, Health, and Safety (EHS) services comparable to those described in the Statement of Work.
For each contract reference, the Offeror shall provide:
Contract number and title;
Contracting agency or organization;
Contract type;
Total contract value;
Period of performance;
Description of the services performed and their relevance to this requirement;
Customer point of contact, including the Contracting Officer and/or Contracting Officer's Representative (COR), with current telephone number and email address, if available.
The Government may evaluate past performance information obtained from the Offeror as well as information obtained from other sources, including, but not limited to:
Contractor Performance Assessment Reporting System (CPARS);
Federal Awardee Performance and Integrity Information System (FAPIIS);
Other Government records; and
Information obtained through reference checks.

The Government reserves the right to contact any or all references provided by the Offeror and to use information obtained from sources other than those identified by the Offeror.
Offerors without a record of relevant past performance or for whom past performance information is unavailable shall receive a Neutral confidence assessment and will not be evaluated either favorably or unfavorably on this factor.

L.5 Volume III – Price Proposal
L.5.1 General Instructions
The Price Proposal shall include all direct costs, indirect costs, and profit/fee necessary to perform the requirements of this solicitation.
All proposed labor rates, costs, and prices shall be expressed in U.S. dollars.
Certified cost or pricing data is not currently required. However, the Government reserves the right to request additional cost or pricing information, if determined necessary by the Contracting Officer prior to award.
L.5.2 CLIN Structure
Offerors shall complete the Government-provided pricing schedule for all Contract Line Item Numbers (CLINs).
Base Year (October 30, 2026 – October 29, 2027)

CLIN	Description	Type
0001	EHS Project Manager	Labor-Hour (LH)
0002	EHS Specialist	Labor-Hour (LH)
0003	Industrial Hygiene and Safety Specialists (Two Positions)	Labor-Hour (LH)
0004	Environmental Specialist	Labor-Hour (LH)
0005	Special Services	Special Services – Fixed Price (FP) (Project-by-Project Pricing)
0006	Other Direct Costs (ODCs)	Reimbursable ODC

Option Year One (October 30, 2027 – October 29, 2028)
CLINs 1001 through 1006 follow the same structure as the Base Year.
Option Year Two (October 30, 2028 – October 29, 2029)
CLINs 2001 through 2006 follow the same structure as the Base Year.
L.5.3 Labor-Hour CLIN Requirements
For each Labor-Hour (LH) CLIN, Offerors shall provide:
Fully burdened hourly labor rate;
Base salary or wage;
Fringe benefits;
Overhead;
General and Administrative (G&A) expenses;
Profit/Fee; and
A detailed labor rate build-up identifying all components used to calculate the proposed fully burdened hourly labor rate.
Estimated annual labor hours are:

CLIN	Labor Category	Estimated Hours
0001	EHS Project Manager	2,000
0002	EHS Specialist	2,000
0003	Industrial Hygiene and Safety Specialists	4,000
0004	Environmental Specialist	1,000

The normal work schedule is Monday through Friday, 7:15 a.m. through 4:00 p.m. (40-hour workweek). The primary place of performance is the Harry S Truman Building, 2201 C Street NW, Washington, DC 20520.
Travel within the Washington, DC metropolitan area shall not be separately reimbursed unless specifically authorized by the Contracting Officer or Contracting Officer's Representative (COR).
L.5.4 Special Services and Other Direct Costs
Special Services (CLINs 0005, 1005, and 2005)
These CLINs are established for specialized Environmental, Health, and Safety services that are outside the scope of the routine labor-hour requirements.
When requested by the Government, the Contractor shall submit a fixed-price proposal describing the work to be performed, labor categories, subcontractors (if applicable), schedule, and total price.
Prices shall be negotiated and authorized by the Contracting Officer prior to performance.
CLIN 0006 – Other Direct Costs (ODCs)
CLINs 0006, 1006, and 2006 are reimbursable Other Direct Cost (ODC) CLINs.
Offerors shall propose the required handling charge, if applicable, associated with reimbursable ODCs in accordance with Section B.
Reimbursable ODCs may include, but are not limited to:

- Laboratory analysis and testing;
- Specialized sampling and testing materials;
- Equipment rental;
- Government-authorized travel;
- Shipping and freight;
- Permits and certifications and;

Other incidental costs directly related to contract performance and approved by the COR.
Supporting documentation, including invoices or receipts, shall be submitted for all reimbursable ODCs.

L.5.5 Price Narrative

Offerors shall submit a Price Narrative (maximum 75 pages) explaining:

- The basis for each proposed labor rate
- Fringe benefit calculations
- Overhead calculations
- G&A calculations
- Profit/Fee methodology
- Any proposed labor escalation for option years; and
- Any assumptions used in preparing the pricing proposal.
- Any zero-dollar CLIN or sub-CLIN shall be fully explained.

L.5.6 Subcontractor Pricing

If subcontractors are proposed, Offerors shall:
Perform appropriate cost or price analyses in accordance with FAR 15.404-3;
Include the results of those analyses within the Price Proposal;
Clearly identify any handling charges, G&A, or profit applied to subcontractor costs; and
Include subcontractor quotations or proposals as an appendix to the Price Proposal (these appendices do not count toward the applicable page limitation).

L.5.7 Option Year Pricing

Offerors shall provide pricing for all option periods. Any proposed escalation shall be explained and supported within the Price Narrative.

L.5.8 Completeness of Price Proposal

Failure to complete the Government-provided pricing schedule or otherwise comply with these pricing instructions may result in the proposal being determined unacceptable.

L.6 Volume IV – Key Personnel Qualifications

Volume IV shall contain resumes and Letters of Commitment for all proposed Key Personnel identified in Section H-016.
Resumes shall not exceed three (3) pages per individual.
Letters of Commitment shall be signed by the proposed individual and shall confirm the individual's availability to perform under this contract beginning October 30, 2026.
Preferred Qualifications
Position Minimum Qualification
EHS Project Manager CIH or CSP certification preferred.
EHS Specialist CIH or CSP certification preferred.
Industrial Hygiene and Safety Specialists CIH or CSP certification preferred
Environmental Specialist No mandatory certification

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 proposal conforms to the solicitation and represents the best value to the Government, considering price and the non-price factors identified in Section M – Evaluation Factors for Award.
(b) The Government will evaluate option periods by adding the total price for all option periods to the total price for the base requirement. Evaluation of options does not obligate the Government to exercise any option.
(c) A written notice of award or acceptance of an offer furnished to the successful Offeror within the time specified for acceptance shall result in a binding contract without further action

52.212-2 - Evaluation-Commercial Products and Commercial Services (DEVIATION JAN 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

_____ _____

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]
(b) Options (if applicable). 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. The evaluation of options does not obligate the Government to exercise the option(s).
(c) Notice of award. A written notice of award or acceptance of an offer 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)

M.0 - SECTION M – EVALUATION FACTORS FOR AWARD

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 Basis for Award

The Government intends to award a single contract resulting from this solicitation to the responsible Offeror whose proposal conforms to the requirements of the solicitation and represents the best value to the Government, considering price and the non-price evaluation factors described herein, in accordance with FAR 15.101-1, Tradeoff Process.

The Government will evaluate proposals in accordance with the evaluation factors identified below. Award will be made to the responsible Offeror whose proposal represents the best value to the Government, considering technical merit, past performance, and price.

The Government reserves the right to award to other than the lowest-priced Offeror or the highest technically rated Offeror if the perceived benefits of a higher-rated proposal justify the additional cost.

The Government also reserves the right to make award without discussions. Accordingly, Offerors are encouraged to submit their best proposal initially.

Proposals will be evaluated using the following evaluation factors, listed in descending order of importance:

Factor 1 – Technical
The Technical Factor consists of the following subfactors:

- **Subfactor 1.1 – Technical Approach**
- **Subfactor 1.2 – Management Approach**
- **Subfactor 1.3 – Key Personnel**

The Government will evaluate the Offeror's demonstrated understanding of the Statement of Work, proposed management approach, staffing plan, qualifications of proposed key personnel, and overall capability to successfully perform the required Environmental, Health, and Safety (EHS) services.
When evaluating Key Personnel, the Government will consider relevant education, professional certifications, experience, and demonstrated ability to successfully perform the required duties. Certifications such as Certified Industrial Hygienist (CIH) or Certified Safety **Professional (CSP)** are preferred, but are not required.
Factor 2 – Past Performance
The Government will evaluate the relevance, quality, and recency of the Offeror's past performance in accordance with Section L.
Factor 3 – Price
The Government will evaluate the total evaluated price in accordance with Section L. Evaluation of options will be conducted in accordance with FAR 52.217-5.

M.3 Relative Importance of Evaluation Factors

Factor 1 (Technical) is more important than Factor 2 (Past Performance).

When combined, the non-price factors are approximately equal in importance to Price.

As proposals become more equal under the non-price factors, Price will become increasingly important in the source selection decision.

M.4 Technical Evaluation
M.4.1 Adjectival Rating Definitions

The Government will assign adjectival ratings to the Technical factor using the following definitions:

Rating	Definition
Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements. Strengths significantly outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal demonstrates a thorough approach and understanding of the requirements. Strengths outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal demonstrates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or there are no significant weaknesses. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach or understanding of the requirements. Weaknesses outweigh strengths or one or more significant weaknesses exist. Risk of unsuccessful performance is high.
Unacceptable	Proposal fails to meet the requirements and contains one or more deficiencies. Proposal is ineligible for award.

M.4.2 Subfactor 1.1 – Technical Approach

The Government will evaluate the Offeror's understanding of the Statement of Work, technical methodology, and capability to perform the required Environmental, Health, and Safety services.

The evaluation will consider, at a minimum:

EHS Project Management and Program Development;
EHS Special Programs and Management Systems;
Industrial Hygiene and Safety Services;
Environmental Compliance; and
Specialized Services.

M.4.3 Subfactor 1.2 – Management Approach

The Government will evaluate the Offeror's management approach, including:

Organizational structure and staffing;
Quality Control;
Contract administration and reporting;
Risk management; and
Ability to successfully manage contract performance.

M.4.4 Subfactor 1.3 – Key Personnel

The Government will evaluate the qualifications, certifications, relevant experience, and demonstrated capability of the proposed Key Personnel identified in Section H-016.

The evaluation will consider the extent to which proposed Key Personnel possess experience relevant to the requirements of this solicitation and demonstrate the ability to successfully perform their assigned responsibilities.

M.5 Past Performance Evaluation

The Government will evaluate the quality, relevance, and recency of the Offeror's past performance to determine the Government's confidence in the Offeror's ability to successfully perform this requirement.

Past Performance will be assessed using information provided by the Offeror as well as information obtained from CPARS, FAPIIS, and other available Government sources.

Offerors without a record of relevant past performance shall receive a Neutral confidence assessment and will neither be evaluated favorably nor unfavorably.

M.6 Price Evaluation
M.6.1 Basis for Evaluation

The Government will evaluate the total evaluated price by adding the total proposed price for the Base Period and all option periods.

M.6.2 Price Reasonableness

The Government will evaluate proposed prices for reasonableness using one or more of the techniques identified in FAR 15.404-1(b), including, as appropriate:

Comparison of prices received in response to this solicitation;
Comparison with the Independent Government Cost Estimate (IGCE);
Comparison with prices previously paid for similar services;
Comparison with available market information; and
Analysis of information other than certified cost or pricing data.
M.6.3 Evaluation of Options

In accordance with FAR 52.217-5, Evaluation of Options, the Government will evaluate offers by adding the total price for all option periods to the total price for the base requirement.

Evaluation of options does not obligate the Government to exercise any option.

M.7 Best Value Tradeoff

The Source Selection Authority (SSA) will perform an integrated assessment of the evaluation factors in accordance with the relative importance established in this solicitation.

Award may be made to an Offeror other than the lowest-priced Offeror if the SSA determines that the additional technical merit or past performance confidence of a higher-priced proposal warrants payment of the associated price premium.

The rationale supporting the source selection decision will be documented in the Source Selection Decision Document (SSDD).

M.8 Oral Presentations

The Government reserves the right to conduct Oral Presentations in accordance with FAR 15.102 with Offerors included in the competitive range.

If Oral Presentations are conducted, the Government will provide instructions regarding scheduling, format, evaluation criteria, and logistics at the appropriate time.