SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. 52749

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 89603026Q0061

6. SOLICITATION ISSUE DATE: 08-03-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Anna Thompson

b. TELEPHONE NO. (No Collect Calls): 202-502-8276

8. OFFER DUE DATE/LOCAL TIME: 08-14-2026 4:00 PM EDT

9. ISSUED BY — CODE 00039

Federal Energy Regulatory Commission
Procurement Division
Attn: Anna Thompson
888 First Street, NE, Room 4J
Washington DC 20426

10. THIS ACQUISITION IS

- [X] UNRESTRICTED OR
- [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 541330

SIZE STANDARD: $47 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE

16. ADMINISTERED BY — CODE 00039

Federal Energy Regulatory Commission
Procurement Division
Attn: Anna Thompson
888 First Street, NE, Room 4J
Washington DC 20426

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

TELEPHONE NO. — UEI: — EFT:

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

18a. PAYMENT WILL BE MADE BY — CODE 00039

Federal Energy Regulatory Commission
Division of Financial Services
Attn: Payment/Invoice
888 First Street, NE, Room 42-71
Washington DC 20426

PHONE: — FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Request for Quotation (RFQ) Consulting Engineering Geologist Geologist Services for the U.S. Federal Energy Regulatory Commission (FERC). Please see RFQ and Attachments for details and instructions. Questions are due by 12:00 PM EST on August 7, 2026 via email to Anna.Thompson@ferc.gov & Kimberly.Lewis@ferc.gov Quotes are due by 1:00 PM EST on August 17, 2026. All quotes should be submitted electronically via e-mail e-mail to Anna.Thompson@ferc.gov & Kimberly.Lewis@ferc.gov See Continuation Pages and attachments for details and instructions. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] 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: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

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A.2 RFQ 89603026Q0061 Cover Letter

July 31, 2026

TO: ALL INTERESTED AND QUALIFIED VENDORS

SUBJECT: Request for Quote (RFQ) 89603026Q0061 – CONTRACT OPPORTUNITY - CONSULTING ENGINEERING GEOLOGIST

The Federal Energy Regulatory Commission (FERC) invites all eligible and qualified vendors, who have a current and active System for Award Management (SAM) account to submit a quote for the referenced Request for Quote (RFQ) solicitation. This RFQ is issued in in accordance with the procedures of FAR Part 12.6 prescribed by 41 U.S.C. 1906 and seeks qualified vendors to provide services as outlined in these solicitation documents.

The contract will be awarded as a Labor-Hour contract type, with an intended period of performance consisting of one (1) 12-month base period and four (4) 12-month option periods. The anticipated start date will commence upon task order award. The eligible NAICS code for this RFQ is 541330 and/or 541690, and the eligible PSC code is B517.

Quotes will be evaluated using Best Value Trade-Off method. The quoter that is determined to be the best value to the government based on the solicitation requirements will be selected at the awardee.

All questions regarding this solicitation must be submitted by August 7, 2026, at 12:00 P.M. EST via e-mail to Anna.Thompson@ferc.gov and Kimberly.Lewis@ferc.gov, using Attachment 8 - Questions Template in Excel format.

Quotes must be submitted electronically, sent via e-mail to Anna.Thompson@ferc.gov and Kimberly.Lewis@ferc.gov no later than 1:00 P.M. EST on August 17, 2026. Please ensure your quote is prepared in accordance with the instructions provided in the solicitation and all associated attachments.

This RFQ does not guarantee an award and does not commit the government to pay any costs incurred in the preparation and submission of your quote. Communications regarding this RFQ should be directed only at the authorized FERC representatives listed above. Only the Contracting Officer can legally obligate the government to the award and expenditure of funds for this task order.

We appreciate your interest in this opportunity and look forward to receiving your quote.

Sincerely,

Kimberly Lewis, Contracting Officer
Federal Energy Regulatory Commission

A.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period: Engineering Geologist Consultant Services - Labor Hour CLIN - Contract Period: Base POP Begin: 09-30-2026 POP End: 09-29-2027	700.00	EA	_____	_____
0002	Base Period: Travel Reimbursement CLIN Contract Period: Base POP Begin: 09-30-2026 POP End: 09-29-2027	1.00	EA		$20,000.00
1001	Option Period 1: Engineering Geologist Consultant Services - Labor Hour CLIN - Contract Period: Option 1 POP Begin: 09-30-2027 POP End: 09-29-2028	700.00	EA	_____	_____
1002	Option Period 1: Travel Reimbursable CLIN Contract Period: Option 1 POP Begin: 09-30-2027 POP End: 09-29-2028	1.00	EA		$22,500.00
2001	Option Period 2: Engineering Geologist Consultant Services - Labor Hour CLIN - Contract Period: Option 1 POP Begin: 09-30-2028 POP End: 09-29-2029	700.00	EA	_____	_____
2002	Option Period 2: Travel Reimbursable CLIN Contract Period: Option 2 POP Begin: 09-30-2028 POP End: 09-29-2029	1.00	EA		$25,000.00

3001	Option Period 3: Engineering Geologist Consultant Services - Labor Hour CLIN - Contract Period: Option 3 POP Begin: 09-30-2029 POP End: 09-29-2030	700.00	EA	_____	_____
3002	Option Period 3: Travel Reimbursable CLIN Contract Period: Option 3 POP Begin: 09-30-2029 POP End: 09-29-2030	1.00	EA		$27,500.00
4001	Option Period 4: Engineering Geologist Consultant Services - Labor Hour CLIN - Contract Period: Option 4 POP Begin: 09-30-2030 POP End: 09-29-2031	700.00	EA	_____	_____
4002	Option Period 4: Travel Reimbursable CLIN Contract Period: Option 4 POP Begin: 09-30-2030 POP End: 09-29-2031	1.00	EA		$30,000.00
				GRAND TOTAL	_____

ADDITIONAL PROVISIONS/TERMS AND CONDITIONS

A.4 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.

A.5 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:

[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).

[] (2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

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

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

[] (6) [Reserved]

[X] (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).

[X] (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).

[X] (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]

[X] (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-6.

[] (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-7.

[] (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

[] (21)(i) 52.219–9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (NOV 2016) of 52.219-9.

[] (iii) Alternate II (NOV 2016) of 52.219-9.

[] (iv) Alternate III (JAN 2025) 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.

[X] (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).

[X] (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).

[] (39)(i) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

[X] (40) 52.222-54, Employment Eligibility Verification (JAN 2025). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

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

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

[X] (46) 52.223-23, Sustainable Products and Services (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. 7671I).

[] (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)

[X] (56) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

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

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

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

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

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

[] (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

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

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

[] (ii) Alternate I (APR 2003) of 52.247-64.

[] (iii) Alternate II (NOV 2021) of 52.247-64.

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

[] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[] (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).

[] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

[] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Alternate I (DEC 2023) of 52.204–30.

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

award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

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

(x) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

(xvi)(A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.6 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 30 days.

A.7 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

A.8 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

A.9 OBSERVANCE OF LEGAL HOLIDAYS AND CLOSURE OF FERC FACILITIES --LOCAL PROVISION

(a) The Federal Energy Regulatory Commission observes the following days as holidays--

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any holiday specified in (a) falls on a Saturday, the preceding Friday shall be observed. When any such holiday falls on a Sunday, the following Monday shall be observed. Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other

premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) FERC may close a FERC facility for all or a portion of a business day as a result of--

(1) Granting administrative leave to non-essential FERC employees (e.g., unanticipated holiday);
(2) Inclement weather;
(3) Failure of Congress to appropriate operational funds;
(4) Or any other reason.

(d) In such cases, contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility, shall not report to the facility. Non-essential personnel already present shall be dismissed and shall leave the facility.

(e) The contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled for performance during the period in which FERC non-essential employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative.

(f) When contractor personnel services are not required or provided due to closure of a FERC facility as described in this clause, the contractor shall be compensated as follows--

(1) For fixed price contracts, deductions in the contractor's price will be computed as follows--

(A) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(B) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, FERC shall not reimburse as direct costs, the costs of salaries or wages of contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

A.10 RECORDS MANAGEMENT OBLIGATIONS

A. *Applicability*

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. *Definitions*

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as

evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. Includes FERC records.

2. Does not include personal materials.

3. Applies to records created, received, or maintained by Contractors pursuant to their contract.

4. May include deliverables and documentation associated with deliverables.

C. *Requirements*

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

4. FERC and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of FERC or destroyed except for in accordance with the provisions of the FERC records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to FERC. FERC must report promptly to NARA in accordance with 36 CFR 1230.

5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in this contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary

material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to FERC control, or the Contractor must hold it until otherwise directed. Items returned to FERC shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the . Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and FERC guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with FERC policy.

8. The Contractor shall not create or maintain any records containing any non-public FERC information that are not specifically tied to or authorized by the contract.

9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

10. FERC owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which FERC shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take FERC-provided records management training. The Contractor is responsible for confirming training has been completed according to FERC policies, including initial training and any annual or refresher training.

D. *Flowdown of requirements to subcontractors*

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this , and require written subcontractor acknowledgment of same.

2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

A.11 IT SYSTEMS & SECURITY REQUIREMENTS LOCAL CLAUSE (B.1.0)

B.1.0 Procurements For Contractor Services & Contractor Support

B.1.1 Suitability Requirements/Background Investigations: Performance of this contract requires contractor personnel to complete Suitability Requirements in order to obtain a Federal Government issued

personnel identification card before being allowed unsupervised access to a Federal Energy Regulatory Commission (FERC) facility and/or information system.

All contractors and subcontractors performing work under this contract are subject to the same investigative requirements as those of regular FERC appointees or FERC employees with similar access requirements. Contract personnel who require access to National Security programs shall have a valid Security Clearance and will submit required documentation in accordance with FAR 52.204-2 Security Requirements.

Each individual employed or otherwise retained by the Contractor to perform work under this contract will be fingerprinted at the FERC's Security Office or an equivalent U.S. Access location and will also submit to the designated Contracting Officer's Representative (COR) one completed Optional Form (OF) 306 (Declaration for Federal Employment), and answer Questions 1,7-12, 15, and 16a only. The Contractor will be responsible for all costs associated with completing the forms required by the FERC's Security Office. Completed forms will be submitted to the COR, without alteration or changes to said forms, at least 10 working days before the individual may begin work or be given access to any agency records, data, or information in connection with this contract.

In addition to the forms above, individuals employed or retained by the contractor to fulfill contract positions or duties for 180 days or more, and any individual designated to fulfill certain sensitive contract positions or duties as determined by the FERC Chief Security Officer Directorate, will be required to submitted via an online application, one SF85 or SF85P (and any additional investigative forms) based on a risk determination based upon the completion of a position designation tool (PDT) which is completed prior to the contract and will be the determining aid PDT - Position Designation Tool: Home. Form submission to CSO is requested with a minimum of 14 Calendar days (weekends will not be considered as workdays) and this is completed at least ten (10) working days before the individual may begin work. This form will take into account the sensitivity level of the contract position or duties assigned to the individual, the individual’s access, if any, to nonpublic or confidential information, and any other relevant considerations. If fingerprint results are unfavorable, the individual will not advance to the SF85 or SF85P submission process, and access will be denied.

Contractor employees may begin work on any day of the week, as directed by the COR, but will not have access to information technology (e.g., username and password) until processed through the FERC Security Office. Work may not commence until a favorable determination has been made on all preliminary checks and the SF85 submission has been fully completed, submitted, and reviewed by CSO.

COR shall determine and answer the questions which results in the risk designation for contractors. as part of their duties of contract administration. CSO strongly encourages package submitters (i.e., perspective CORs) to develop and include risk designations in the requirements document (SOO, SOW, PWS) rather than post award for a variety of reasons. While this is a recommendation for public trust it is a requirement for national security as an additional form (DD254) is required to be part of the acquisition package and award when the government is sponsoring contractors for security clearances.

CSO will verify if the contractor is a high-level back-end administrator on high criticality system, but their risk is defined as low; and would go back to the COR and ask them to provide additional explanation. Reassessment may be recommended even if that has contract implications.

Reporting and Cybersecurity and Privacy Incident Data Breaches: A Cyber Incident is an event that may have resulted in unauthorized access, loss or damage to FERC assets, information systems, or sensitive information, or an action that breaches FERC security procedures. A “cyber incident” means actions

they occur and when and how the contractor provides notification of breaches to affected individuals and third parties. At a minimum, FERC contractual language regarding incident reporting will include the following:

(a) Language to indicate that a cyber incident that is properly reported by the contractor will not, by itself, be interpreted as evidence that the contractor has failed to provide adequate information safeguards for CUI;

(b) The definition of what constitutes a cyber incident;

(c) The required timeline for first reporting to the agency;

(d) The types of information required in a cyber incident report to include company and point of contact information, contract information, and the type of information compromised;

The contractor will send only one report to each agency point of contact (POC), identified in the contracts, not a report for each contract from that agency. The report may contain information required by other agencies, so one report may taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein. Cyber incident reporting requirements for systems operated on behalf of the government and/or contractors’ internal systems are similar. The only distinction is that the reporting of cyber incidents affecting a contractor’s internal system is limited to incidents affecting CUI, not every cyber incident affecting the contractor system. Timely contractor reporting of all cyber incidents involving the loss of confidentiality, integrity, or availability of data is critical to the Government’s ability to determine appropriate response actions and minimize harm from incidents. The Contractor will comply with all contractual and Federal information security, privacy and confidentiality requirements applicable to the operation, maintenance, or support of a federal information system. The Contractor will be required to prevent and remedy data breaches and to provide the FERC with all necessary information and cooperation, and to take all other reasonable and necessary steps and precautions, to enable the FERC to satisfy its data breach reporting duties under applicable law, regulation, or policy in the event, if any, that a breach occurs.

In determining the appropriate timeline and reporting information, FERC will comply with Federal law, relevant OMB policies, and NIST standards and guidelines. FERC will also consider the sensitivity of the information stored by the contractor, the potential damage caused by delays in reporting, the requirements in the Cybersecurity and Infrastructure Security Agency (CISA) Federal Incident Notification Guidelines, or other risk factors, as deemed appropriate by FERC. At a minimum, contractual language will ensure that all known or suspected cyber incidents involving the loss of confidentiality, integrity, or availability of data for systems operated on behalf of the Government are reported to the FERC IT Support Center (ITSC) or Security Operations Center (SOC) within the timeline agreed upon in the contract. Contractors will adhere to OMB M-17-12 (January 3, 2017), particularly the mandated time frame requiring reporting of all incidents involving personally identifiable information to Department of Energy Integrated Joint Cybersecurity Coordination Center (DOE iJC3) and within one hour of discovering the incident, as well as to any other subsequent laws, regulations, or policy governing data breaches that may arise during the performance of the contract. All known

cyber incidents in contractor internal systems shall be reported if they involve the CUI in the system, but the contractor does not have to report all known or suspected cyber incidents. In addition to reporting to the SOC, the contractor will also report the security incident to the:

(1) Contracting Officer (CO);

(2) Contracting Officer Representative (COR);

(3) CISO; and

(4) SAOP (as necessary).

(5) The Contractor will have an Information System Security Plan (ISSP) that includes policies and procedures necessary to ensure the timely detection of and reporting to the FERC of data breaches, as well as safeguards to prevent and mitigate the risk of, as well as to remedy, such breaches, if any. The contractor ISSP shall address when and how the contractor is required to report information security incidents when satisfy the requirements of multiple agencies; and

(6) Specific government remedies if a contractor fails to report according to the agreed upon contractual language.

The specific requirements included in the contractual language will be based on Federal law, OMB policies, NIST standards and guidelines, and other applicable standards and policies. These policies and procedures should be developed according to the framework established in NIST SP 800-61, Revision 3. This approach to reporting will promote timely and meaningful information sharing that allows the contractor and FERC to work closely together to investigate the incident, identify affected individuals, quickly respond to the incident, and take other appropriate actions as necessary.

To the maximum extent practicable, the Contractor will mitigate any harmful effects on individuals whose FERC information was accessed or disclosed in a security incident. In the event of a data breach with respect to any FERC sensitive information processed or maintained by the Contractor or subcontractor under the contract, the Contractor is responsible for damages to be paid to FERC.

Previous Approval: If a contractor employee has already been credentialed by another agency through the OPM, and that credential is less than one (1) year old, further investigation may not be necessary. The Contractor will provide the COR with documentation that supports the individual's status. If option years exist under any given contract awarded to the contractor, reinvestigations of all contractor employees are required on an annual basis.

Reimbursement of Cost for Security Investigations: All costs associated with the required security clearances, including the required Defense Counterintelligence and Security Agency (DCSA) investigation, will be assumed by the winning offeror. The FERC will be credited for all such costs via a credit to the first invoice following the completion of any/all investigations.

See attached DCSA Products and Services Reimbursable Billing Rates.

Return of Credentials: At the end of contract performance, or when a contractor employee is no longer working under this contract, the Contractor will ensure that all identification cards are returned to the COR. Failure to return identity cards may delay final invoice payment.

Section 508 Compliance: Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that, when Federal agencies develop, procure, maintain, or use electronic information technology, and Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. The contractor will ensure compliance with Section 508 requirements identified by the Government.

Self-Assessment: The contractor shall complete an annual self-assessment and submit the assessments to the FERC COR and CISO for review and evaluation. They shall conduct an annual self-assessment of all information systems and outsourced services in production, as required. As part of the self-assessment, the contractor shall affirm that their cybersecurity and privacy policies, procedures, and practices applicable to all information systems it owns or operates that contain, transmit, or process information provided by or generated for FERC to support their operations, which may be reasonably contemplated to be used during the performance of the contract, meet, at a minimum, the requirements of the FERC security control baseline for Moderate-Impact information systems, or conform to the requirements of commercial standards that provide a substantially equivalent or greater level of cybersecurity. If the contractor is making this certification based on conformance to standards other than those in the most current version of NIST SP 800-53 Revision 5, the contractor will list those standards and describe how conformance to them meets or exceeds the FERC security control baseline for Moderate-Impact information systems. The list and description will be appended to and incorporated by reference into this certification and affirmation, and the contractor will indicate such incorporation below. Both hard copy and electronic copies of the assessment will be provided to the COR. Solicitations shall include either the complete applicable organizational cybersecurity and privacy publications or a reference to public facilities, such as a website or office, where they may be accessed. FERC has the authority to conduct site reviews for compliance validation. FERC reserves the right to conduct such an assessment using Government personnel or another contractor. Full cooperation by contractors is required for audits and forensics. The contractor will take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such assessment, generally at no additional cost.

B.1.2 Non-Disclosure Agreement: The Contractor and all personnel assigned to the contract that require access to the FERC network agree not to divulge to any unauthorized person non-public or confidential information obtained from FERC in performance of their duties under the contract. All documentation, electronic data and information collected or generated by the Contractor in support of this contract will be considered Government property and will be returned to the Government at the end of the performance period. The Contractor will be required to sign a Non-Disclosure/Confidentiality Agreement prior to commencement of work to protect the proprietary/intellectual property of FERC.

B.1.3 Cybersecurity and Privacy Training: All Contractor employees and subcontractor employees requiring access to FERC information and FERC information systems will complete the following before being granted access to FERC networks:

(a) Sign and acknowledge understanding of and responsibilities for compliance with the FERC Rules of Behavior relating to access to FERC information and information systems;

(b) Successfully complete FERC Cybersecurity Awareness Training and annual refresher training as required; and

(c) Successfully complete any additional cybersecurity, privacy, or other training as assigned, as required for FERC personnel with equivalent information system access – e.g., any role-based information security training required in accordance with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-50, Revision 1, Building a *Cybersecurity and Privacy Learning Program*.

The Contractor will ensure each applicable employee shall complete assigned training once onboarded and annually thereafter, as required. The Contractor will ensure all assigned training is completed as required and maintain compliance with the FERC IT Security and Privacy Training Policy.

B.1.4 Contractor Personnel Changes: The contractor shall notify the COR immediately when an employee working on a FERC system is reassigned or leaves the contractor's employ, and prior to an unfriendly termination. During performance of this contract, the Contractor will keep the COR apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing process.

B.1.5 HSPD-12: Contractors will be required to ensure compliance with HSPD-12 mandate requirements for logical and physical access per OMB M-19-17 and NIST SP 800-63-4.

Controlled Unclassified Information Storage: CUI, data, and/or equipment will only be disclosed to authorized personnel on a need-to-know basis. The contractor will ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Government control, destroyed, or held until otherwise directed. Destruction of items will be accomplished by following NIST SP 800-88, Revision 1, Guidelines for Media Sanitization. The disposition of all data will be at the written direction of the COR, this may include documents returned to Government control; destroyed; or held as specified until otherwise directed. Items returned to the Government will be hand carried or sent by certified mail to the COR.

Protection of Information: The contractor will be responsible for properly protecting all information used, gathered, or developed as a result of work under this contract. The contractor will also protect all Government data, equipment, etc. by treating the information as sensitive. All information about the systems gathered or created under this contract should be considered as CUI. It is anticipated that this information will be gathered, created, and stored within the primary work location. If contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information. Contractors should follow the guidelines in NIST SP 800-171, Revision 2 and 800-53, Revision 5 for handling CUI.

Privacy Act: Adherence will be required when an agency contracts for the design, development, or operation of a system of records on individuals on behalf of the agency to accomplish an agency function. The agency must apply the requirements of the Act to the contractor and its employees working on the contract.

Supply Chain Risk Management: Cyber security protections in Federal acquisitions can be further enhanced by performing increased business due diligence to gain better visibility into, and understanding of, how contractors develop, integrate, and deploy their products, services, and solutions as well as how they assure integrity, security, resilience, and quality in their operations. The contractor will be responsible for evaluating the security of their proposed products, services, and solutions to ensure compliance with the requirements and guidelines established in NIST SP 800-161.

The contractor will be responsible for ensuring:

(a) An organization-wide strategy is in place for managing end-to-end supply chain risks (from development, acquisition, life cycle support, disposal of systems, system components, and to system services;

(b) Suppliers or third-party components are not on any banned lists;

(c) End-to-end chain of custody of all hardware and software is maintained and disclosed;

(d) Any development of software, manufacturing of hardware, and acquisition and inclusion of hardware or software into the vendor product from outside of the Continental United States (CONUS) are disclosed;

(e) FERC data is not stored outside of the CONUS;

(f) Information flows are defined and within the CONUS;

(g) Any system interconnections or network traffic required to go outside of the CONUS (OCONUS) is disclosed;

(h) Counterfeit hardware, software, or systems are not sold to the Federal government;

(i) Contracts are in place with suppliers requiring supply chain risk management compliance;

(j) If custom development is taking place, ensuring secure coding and vulnerability mitigation practices are followed as outlined in NIST SP 800-218, Secure Software Development Framework (SSDF):

(k) Any supply chain compromises are reported to the Federal government within the 24-hour timeframe, as defined by Commission contracts;

(l) Cyber threats are identified; and

(m) A disposal process is in place that will ensure customer data and/or information is properly disposed of and degaussed. Information that is disposed of should not be able to be recovered.

A.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/browse/index/far

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT	NOV 2024
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.211-7	ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS	NOV 1999
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
952.204-77	COMPUTER SECURITY	AUG 2006
52.217-5	EVALUATION OF OPTIONS	JULY 1990

SECTION E - SOLICITATION PROVISIONS

E.3 INSTRUCTIONS TO QUOTERS AND EVALUATION FACTORS

The following are the instructions for Quoters, the explanation of the basis of award and evaluation factors. Quotes that do not adhere to the instructions set forth in this solicitation will be deemed non-responsive and, as such, will not be considered for award. Quotes must be signed and dated to the office specified in this solicitation and submitted at or before the exact time specified in this solicitation.

E.3.1 COMMUNICATIONS AND QUOTE SUBMISSION

To maintain the integrity of the competitive process, communications regarding this solicitation shall be with the Contract Specialist and Contracting Officer only. Communications regarding this solicitation with FERC Staff or anyone other than the assigned Acquisition Services Division (ASD) Contracting Officer is strictly prohibited. All questions, quotes, and communications shall be submitted to the following points of contact. The points of contact for this procurement are:

TABLE 1: RFQ POINTS OF CONTACT		
TITLE	Contract Specialist (Main Point of Contact)	Contracting Officer
NAME	Anna Thompson	Kimberly Lewis
E-MAIL	Anna.Thompson@Ferc.gov	Kimberly.Lewis@ferc.gov
PHONE NUMBER	(202) 502-8276	202-502-8588

E.3.1.2 QUOTE SUBMISSION

Table 2 indicates the key submission action dates for this RFQ.

TABLE 2: KEY SUBMISSION ACTION DATES	
ACTION:	DUE DATE:
QUESTIONS	AUGUST 5, 2026, AT 12:00 PM EST
QUOTE RESPONSES	AUGUST 14, 2026, AT 4:00 PM EST

Period for acceptance of quotes: The Quoter agrees to hold the prices in its quote firm for 90 calendar days from the date specified for receipt of quotes.
The Government reserves the right to make award **without discussion** and based on **initial quotation**. Therefore, Quoters are strongly encouraged to submit their best terms in their initial submission.

E.3.1.3 QUESTIONS SUBMISSIONS

Questions should be submitted using the attached questions Excel template. (See Attachment 10 – Questions Template). Questions shall not be provided in PDF format(s) and shall not be part of any table formatting. Questions shall cite the solicitation section, page, and paragraph number.

All questions regarding this solicitation must be submitted by the due date indicated in Table 2: Key Submission Action Dates via e-mail to RFQ Points of Contact indicated in this solicitation. Any questions received after the Questions due date will not be answered; however the Government reserves the right to answer any questions that it determines would be in the best interest of the Government and the successful award of this solicitation.

E.3.2 QUOTE FORMAT AND SUBMISSIOIN REQUIREMENTS

Quotation shall be divided into two separate Volumes: Technical Quotation (Volume 1) and Price Quotation (Volume 2) and include the following:

TABLE 3: QUOTE FORMAT SPECIFICATIONS			
VOLUME	**SECTION**	**PAGE LIMITS**	**ELECTRONIC FORMAT**
Volume 1: Technical Quotation	**I – Cover Letter**	1	Adobe Acrobat PDF
	II – Organizational Conflict of Interest (OCI) Mitigation Plan * OCI Questionnaire (Attachment 2)	5	Adobe Acrobat PDF
	III –Technical Capability	5	Adobe Acrobat PDF
	IV – Past Performance	3-5	Adobe Acrobat PDF
	V – Non-Price Related Exceptions and Assumptions	N/A	Adobe Acrobat PDF
	VII – FERC Non-Disclosure Agreements *OCI Questionnaire (Attachment 2) *OCI Representation Disclosure Statement (Attachment 3) * Contractors CEII Non-Disclosure Agreement (Attachment 4) * FERC NDA Contractors Employee (Attachment 5) * FERC NDA Contractor MAR 2022 (Attachment 6) ***Note: Failure to Complete these forms will render the submission incomplete and Quoter will not be evaluated by the agency.***	N/A	Adobe Acrobat PDF
Volume 2: Price Quotation	**I – Pricing Information (base and all options)**	3	Adobe Acrobat PDF
	Section B.1 Price/Cost Schedule	N/A	Adobe Acrobat
	II – Price Related Exceptions and Assumptions	N/A	Adobe Acrobat PDF
	* RFQ 89603026Q0062 Pricing Template (Attachment 7)		Microsoft Excel Spreadsheet

The technical and price quotes shall be submitted as two separate electronic files. The technical quotation shall be submitted on 8 ½" x 11" pages, using no less than ten (10) point character size and no less than an average of 3/4" around each page for margins. Tables and figures shall use no smaller than ten (10) point character size and shall be clear and readable.

The following items are excluded from the above stated page limitation: table of contents, resumes, organizational and personal conflict of interest plans, blank pages. Resumes are limited to two pages per proposed key personnel. All pages more than the page limits specified in this solicitation will NOT be evaluated. Quotations submitted in software formats not readable by the Government may be determined to be non-responsive to the solicitation and removed from consideration for award.

E.3.2.1 Volume 1: Technical Quotation

The Technical Quotation shall demonstrate the Quoter's OCI Mitigation Plan, technical capability to perform the services in accordance with the requirements of the Statement of Work (SOW), address past performance, address any non-price related exceptions and assumptions, and the required non-disclosure agreements. Quoters

must submit a complete, well-organized, and substantive technical response that clearly reflects their understanding of each element and their ability to execute all required tasks. The submission must address every requirement of the RFQ and provide sufficient detail to permit evaluation in accordance with the stated criteria. The Quoter shall provide evidence/experience in the discipline of dam safety as described in the SOW.

Any quotation that merely restates, paraphrases, or summarizes the SOW or solicitation language—without providing meaningful, Quoter-developed narrative—will be deemed technically unacceptable.

Quoters shall describe their proposed methodology in their own words and present a clear, detailed explanation of how they will meet the technical requirements, including the specific processes, resources, and approaches they will employ to ensure successful performance.

Volume 1 shall NOT contain any price information; failure to adhere to this rule may result in the quote being deemed non-responsive.

The technical quotation shall be structured as follows:

I. Cover Letter

The quotation shall include a cover letter that is signed and dated by the Quoter and identifies the following information on the cover page:

1. Title of RFQ
2. RFQ Number;
3. Company name, point of contact information, address, e-mail address. and telephone number;
4. Unique Entity ID, CAGE, and TIN numbers;
5. Acknowledgement of any amendments to this RFQ;
6. A statement that you assent to all terms of this RFQ

II. **Factor 1 - Organizational Conflict of Interest (OCI)**

The Quoter must submit an Organizational Conflict of Interest (OCI) OCI Questionnaire (Attachment 2) to disclose any OCI's that may impede their ability to perform services to satisfy the Governments requirements as stated in this solicitation.

III. **Factor 2 - Technical Capability**

The Quoter must demonstrate a thorough understanding of the requirements contained in the RFQ. The Quoter must explain, in their own words, a detailed understanding of the purpose of this RFQ, clearly showing that the objectives and tasks defined in the Statement of Work (SOW) are fully understood. The Quoter shall present a logical and achievable approach for meeting these objectives, reflecting both their knowledge of the RFQ requirements and their method for successfully accomplishing them. In demonstrating the Quoter's technical capabilities, the Quoter should address the subfactors listed within the technical capability evaluation factor.

Factor 2 shall sufficiently and clearly address each subfactor.

Sub-factor 1 – Management Approach: shall demonstrate the strategy for 1) managing personnel and resources necessary to perform consulting tasks in the SOW, 2) managing and coordinating inspection schedules, and 3) the management approach for quality assurance and quality control of all deliverables.

Sub-factor 2 – Corporate Experience: shall describe Quoter's experience Dam Safety Consulting Services and environmental support services. Specifically address the Quoters' ability and experience to successfully perform contracts and/or orders of similar size, scope, and complexity. The Quoter shall demonstrate their capability and relevant experience by providing evidence through the requirements for experience as stated in this solicitation.

Sub-factor 3 – Personnel Qualifications: shall provide the qualified personnel for the labor category as required in this solicitation. **The resume shall be limited to three pages.** Any resume that exceeds the page limit will only be evaluated up to the three pages**.** The resume shall describe an individual's qualifications and experiences in sufficient detail to demonstrate that the Quoter will provide the quality of skilled workforce necessary to successfully meet the requirements described in Attachment 1 - Statement of Work Engineering Geologist Consultant. Quoter shall thoroughly ensure that the proposed subject-matter expert has the requisite expertise, knowledge, training, appropriate credentials, experience and skills, to meet the requirements of the SOW, and correspond with the following labor category:

a. Engineering Geologist

The resume for an individual who is not currently employed by the Quoter shall include a statement that the individual is available for work in the event the Quoter is awarded the contract. The Government will accept a signed Letter of Commitment (LOC) from the individual.

IV. Past Performance

Past Performance demonstrates the Quoter's ability to perform successfully by showing the Quoter's performance history of past contracts of the same or similar work through the quality, timeliness, and customer satisfaction. Quoter must provide three Past Performance references for same or similar work as required by this RFQ, completed within the past five years. Past Performances must be for the same or similar services detailed within the SOW. If the Quoter's past performance references are with Federal contracts the Quoter should provide a copy of the interim or final Contractor Performance Assessment Reporting System (CPARS) for those referenced contracts.

Experience: Provide three examples of work performed within the last three years that is of equal or greater size, scope, and complexity to the work described in this solicitation. The Quoter shall Include the following information:

- Customer (Company) name and address
- Project name and contract/purchase order number (if applicable)
- Description of the work performed and how it is of similar or greater complexity to the work identified in this solicitation
- Description as to how this example is similar in size to the requirements of this RFQ listed in the SOW
- Description as to how this example is similar in scope to the requirements of this RFQ listed in the SOW to the requirements of this RFQ listed in the SOW
- Description as to how this example is similar in complexity to the requirements of this RFQ listed in the SOW
- Location where the work was performed
- A statement as to whether the work was completed on schedule and to the customer's technical requirements
- Name, phone number, and email of the customer's point of contact

Note: *The government may contact the references to verify the corporate experience and performance.*

Each reference should include the following:

- Contract/Task Order Number
- Contract Type and Total Value
- Period of Performance
- Customer Agency/Organization
- Point of Contact (Name, Title, Email, Phone)
- Description of Work Performed
- Description of the Quoter's role (Prime, Subcontractor, Team Member)
- Performance results, including quality, timeliness, cost control, and customer satisfaction
- A statement regarding any corrective actions taken, if applicable

V. Non-price Related Exceptions and Assumptions

This section shall clearly describe all non-price-related exceptions and assumptions the Quoter is taking with respect to the solicitation and its requirements. If the Quoter is taking no exceptions or assumptions, the Quoter shall clearly state that the Quoter takes no non-price related exceptions or assumptions to the solicitation.

Note: *The Government reserves the right to determine that a quotation is non-responsive and no longer considered for award if the quote includes any exception or assumption that is unacceptable to the government.*

VI. FERC Non-Disclosure Agreements (NDA)

Quoter and its employees must agree not to disclose any privileged, proprietary, or non-public information. The Quoter must complete the **OCI Representation Disclosure Statement (Attachment 3), Contractors CEII Non-Disclosure Agreement (Attachment 4), FERC NDA Contractors Employee (Attachment 5), and FERC NDA Contractor MAR 2022 (Attachment 6)** forms and submit with quote.

E.3.2.2 Volume 2: Price Quotation

Volume 2: Shall NOT contain any technical information; failure to adhere to these rules will result in the Quote being deemed non-responsive.

This refers to the total expected price of performing the requirements in the SOW. Price will be reviewed separately from the Technical Quotation (Volume 1). The Government will review quotes for award purposes by adding the CLIN price to ensure that pricing is not unbalanced. The Government may reject any offer that is evaluated to be unrealistically high or low in price or reflects a failure to comprehend the complexity and risks of the work to be performed. The Government will review the offeror's total proposed price to determine if the price is fair and reasonable.

Price quotes will be evaluated for completeness, accuracy, compliance with the instructions, and consistency with the Quoter's technical quotation demonstrating an understanding of the work to be accomplished. Quotes with exceptions to the solicitation requirements may be determined to be non-responsive. The Government reserves the right to determine that an offer is non-responsive and no longer considered for award if the offer includes any exception that is unacceptable to the Government.

The government anticipates awarding a single, fixed-price labor-hour contract for the services required by the SOW. Quoter shall provide fixed rate unit prices and extended dollar amounts for each of CLINS identified in Section B.1 "Price Schedule" of the solicitation with pricing for the base and each option period. The Price Quotation shall address each CLIN outlined in SECTION B.1 -PRICE/COST SCHEDULE and the pricing template provided in the solicitation as Attachment 7 – RFQ 89603026Q0062 Pricing Template. The Quoter shall submit a price quote that is consistent with the solicitation requirements and the Quoter's technical Quotation.

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

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

I. Pricing Template Information

Quoter's pricing shall include a detailed breakout for the base and each option period to include the proposed labor categories and the fully loaded hourly labor rates for the Fixed Price labor categories in the Quoter's proposal for each category. "Fully loaded labor rates" are defined as direct labor hours at specified fixed hourly rates that include wages, overhead, G & A and profit. The Quoter's price proposal shall be mapped to the proposed labor mix. Quoters are required to submit Attachment 7 – RFQ 89603026Q0062 Pricing Template as part of Volume 2 of their quote.

Quoter is required to complete the pricing structure provided in Attachment 8 exactly as specified in the format of the Excel spreadsheet. The information requested in the spreadsheet must be entered into the tabs as they have been developed and presented within the solicitation. It is imperative that no alterations are made to the requested data or to the format of the Excel sheet. Any modifications to the already established tabs for the requested information or the established format within the spreadsheet tabs will result in the quote being deemed non-responsive. Quoters may add tabs to provide supplemental information and/or an attachment in their pricing submission that provides additional information or detail about their price quote.

II. Price Related Exceptions and Assumptions

This section shall clearly describe all price-related exceptions or assumptions the Quoter is taking with respect to the solicitation and its requirements.

If the Quoter is taking no exceptions or assumptions, the Quoter shall clearly state that the Quoter takes no price-related exceptions or assumptions to the solicitation.

Note 1: The Government will accept a separate Word document for the Price Related Exceptions and Assumptions.

Note 2: The Government reserves the right to determine that a quotation is non-responsive and no longer considered for award if the quotation includes any exception or assumption that is unacceptable to the government.

E.4 EVALUATION FACTORS

E.4.1 BASIS FOR AWARD

The Government intends to award a single, fixed-price labor-hour contract resulting from this solicitation in accordance with the procedures of FAR Part 12.6 prescribed by 41 U.S.C. 1906 using Simplified Acquisition Procedures under FAR Section 13.106, as supplemented with additional information included in the RFQ. The Government will evaluate and award utilizing the best value – trade off to the responsible Quoter whose quotation is **determined to be the best value to the government.**

To be eligible for award, Quoter must be determined to be responsive and responsible. **A Quoter with an incomplete submission package or who receives a low confidence in any non-price evaluation factor will be determined ineligible for award.** An award will be made to the responsive and responsible Quoter who provides the best-value solution to the Government. A trade-off analysis of technical/non-price evaluation factors and the price evaluation factor will be utilized to determine best-value. In conducting the trade-off analysis, all technical/non-price evaluation factors, when combined, are greater than price.

In addition, to be eligible for award, the Government must be able to determine that the Quoter's price is fair and reasonable. Any missing pricing information or incorrect/inaccurate pricing information will result in the quote being determined as unreasonable and ineligible for award. The agency will review offers for materially unbalanced pricing. If unbalanced pricing is found, the agency may exclude the quote. Quotes with significantly over- or underpriced line items may be considered unbalanced and may be evaluated for potential risks to the Government.

E.4.2 EVALUATION FACTORS

Each quotation will be evaluated according to the following price and non-price criteria. The non-price criteria combined are significantly more important than price. Factor 1 – Pass/Fail, Factors 2 and 3 will be Confidence-Ratings.

1. Factor 1 – Organizational Conflict of Interest (OCI)
2. Factor 2 – Technical Capability
3. Factor 3 – Past Performance
4. Factor 4 – Price

Factor 1 - Organizational Conflict of Interest

The Quoter's Organizational Conflict of Interest (OCI) will be evaluated on whether there is any OCI's present that would impede the Quoter's ability to perform the requirements of this solicitation. Using the OCI Questionnaire (Attachment 2), the government will evaluate the submission on a pass/fail basis. Notwithstanding any other evaluation of the quotation, a Quoter that submits a plan that is unacceptable at the time of evaluation, quote will not be eligible for award.

Pass	Quoter has the appropriate procedures in place to avoid, mitigate, or neutralize an OCI during the period of performance.
Fail	Quoter does not have sufficient procedures in place to avoid, mitigate, or neutralize an OCI during the period of performance.

Factor 2 - Technical Capability

Quoter's Technical Capability will be evaluated on a Confidence-Ratings basis. Technical Capability will be evaluated on the following sub-factors:

Sub-factor 1 – Management Approach: Quoter's approach demonstrates a clear strategy for managing personnel and resources necessary to perform the requirements, timely deliverables, and a sound quality assurance and quality control approach.

Sub-factor 2 – Corporate Experience: Quoter will be evaluated as to whether their corporate capability and experience demonstrates that they can meet or exceed the Government's requirements as stated in this RFQ. This includes assessing if the following are addressed**:**

- Quoter provided three examples of work performed within the last three years that is of equal or greater size, scope, and complexity to the work described in this solicitation.
- Customer (Company) name and address, project name and contract/purchase order number, location where the work was performed, name, phone number, and email of the customer's point of contact.
- Quote demonstrates the Quoter's ability to successfully handle the workload and complexity of the requirements as outlined in the SOW.
- Quote specifically addresses the Quoter's ability and experience to successfully perform a contract of similar size, scope, and complexity.
- Quoter's capability and relevant experience demonstrate the ability to have successful performance with low risk of performance issues.

Note: Please note that for Sub-factor 2 we are looking at the work the company has done, not how well the work was done.

Sub-factor 3 – Personnel Qualifications: Quote will be evaluated as to whether the personnel qualifications and experience of the proposed personnel required in the RFQ meet or exceed the Government's requirements. This includes assessing if the following are addressed**:**

- Quoter provides qualified personnel for each labor category in the solicitation.
- Quoter provides a different labor category from the Government labor category.
- The subject-matter expert's expertise, knowledge, training, appropriate credentials, experience and skills and experience meet or exceed the minimum requirements for Key Personnel in E1. — Statement of Work Engineering Geologist Consultant.
- Quote provides a signed Letter of Commitment (LOC) from the individual who is not currently employed by the Quoter.

High Confidence	The Government has ***high confidence*** the Quoter understands the requirement, proposes a technically acceptable solution for Subfactors 1 – 3 and will be highly successful in performing the contract with ***little or no*** Government intervention.
Some Confidence	The Government has ***some confidence*** the Quoter understands the requirement, proposes a sufficient technically acceptable solution for Subfactors 1 – 3 and should be successful in performing the contract with ***some*** Government intervention.
Low Confidence	The Government has ***low confidence*** the Quoter understands the requirement or proposes a technically acceptable solution for Subfactors 1 – 3 and would not be successful in performing the contract ***even with*** Government intervention.

Factor 3 – Past Performance

In addition to the information provided by Quoter in Volume 1, the government may review records found in other databases such as CPARs, FPDS-NG, DUNS, etc. The Quoter's Past Performance will be evaluated on a Confidence-Ratings basis.

- Quoter's past performance is evaluated to determine the Quoter's risk for unsuccessful performance based on past contracts and experience. If the Quoter has no relevant past performance, the quote will receive a rating of "Unknown Confidence". An "Unknown Confidence" rating will not hinder a Quoter's eligibility to be acceptable. This includes assessing if the following are addressed**:**
  - Past Performance demonstrates the Quoters ability to perform successfully by showing the Quoters performance history of past contracts of the same or similar work through the quality, timeliness, and customer satisfaction.
  - The Quoter provided three Past Performance references on same or similar work as required by this RFQ, completed within the past five years.
  - Quoter provided a copy of the Contractor Performance Assessment Reporting System (CPARS) for all Federal Contracts referenced.
  - Each reference included the required information requested:
  - Contract/Task Order Number
  - Contract Type and Total Value
  - Period of Performance
  - Customer Agency/Organization
  - Point of Contact (Name, Title, Email, Phone)
  - Description of Work Performed
  - Description of the Quoter's role (Prime, Subcontractor, Team Member)
  - Performance results, including quality, timeliness, cost control, and customer satisfaction
  - A statement regarding any corrective actions taken, if applicable

High Confidence	Based on the Quoter's past performance record, the Government has ***high confidence*** the Quoter has performed a contract of same or similar complexity that met or exceeded all technical specifications and performance criteria. Quoter will be highly successful in performing this contract with ***little or no*** Government intervention.
Some Confidence	Based on the Quoter's past performance record, the Government has ***some confidence*** the Quoter has performed a contract of similar complexity that met all technical specifications and performance criteria. Quoter can be successful in performing this contract with ***some*** Government intervention.
Low Confidence	Based on the Quoter's past performance record, the Government has ***low confidence*** the Quoter has performed a contract of same or similar complexity that met all technical specifications and performance criteria. Quoter would not be successful in performing this contract ***even with*** Government intervention.
Unknown Confidence	No relevant past performance information available.

Factor 4 – Price

Quotations will be evaluated with price and non-price related factors as criteria in a trade-off analysis to determine the best-value to the Government. The Government will evaluate the Quoter's total price to determine if the price is fair and reasonable to qualify for award. Total price refers to the total quoted price for all CLINs and quantities in the pricing model, including all the quantities across all option periods.

Quoters are cautioned that price quotes with unbalanced pricing of CLINs within a base or option period or across base or option periods; that contain inconsistencies or pricing errors in addition or multiplication; or leave any CLIN pricing fill-ins blank will eliminate a Quoter from consideration for award. If unbalanced pricing is found, the agency may exclude the quote. Quotes with significantly over- or underpriced line items may be considered unbalanced and may be evaluated for potential risks to the Government.

In evaluating FAR 52.217-8 option to extend services prices, the Government will include in the total evaluated price the same rates as those proposed by the Quoter for the last performance period (using either the base period or option period). The evaluation of options does not obligate the Government to exercise the option. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced.

Minor Irregularities The government reserves the right to waive minor irregularities in quotes.

Exchanges with Offerors The Government intends to make an award based on initial submissions. However, after receipt of quotes, the Government reserves the right to request clarification or amplification of any aspects of quotes through an exchange process consistent with ordering procedures under FAR 13.1 These exchanges may also occur after initial evaluation, consistent with ordering procedures under FAR Subpart 13.1.

Additional information The Government may reject any offer that is evaluated to be significantly not compliant with the solicitation requirements or reflects a failure to comprehend the complexity and risks of the work to be performed.

E.1 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 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are

defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

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

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

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

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

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

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

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

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

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

Small business concern—

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the

responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

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

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

(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 join venture eligible under the WOSB Program*. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

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

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

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

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

_____

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

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

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 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.	Country of origin

[*List as necessary*]

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

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

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

Korean End Products or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

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

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

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

Other End Products:

Line item No.	Country of origin

[*List as necessary*]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 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. Sec. 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. Sec. 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).*

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2) __ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

(i) It [ ] is, [ ] 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 email 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 Web site 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 Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(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.

E.2 INSTRUCTIONS TO OFFERORS-- SMALL BUSINESS CONCERNS-- LOCAL PROVISION

The Federal Energy Regulatory Commission (FERC) promotes the use of small business, Service Disabled Veteran Owned small business, 8(a) Program, Veteran Owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, in executing its mission.

The FERC is particularly interested in providing to such business concerns an opportunity to apply their expertise, in a meaningful way, to the work to be conducted under the resultant contract from this Solicitation.

As such, the Offeror in its proposal, shall describe the participation of such small business as part of the Offeror's plan to accomplish project requirements, (i.e. team members, joint venture partners, subcontractors, and mentor-protégé relationships with small, small disadvantaged, women owned businesses, etc.) In addition to the information required under Sections L.15 and L.35 of this Solicitation or RFP, the Offeror shall provide, in its proposal for each such small business:

(i) A description of the proposed contractual relationship(s)
(ii) A description of the type of work, in terms of the variety and complexity of the work
(iii) The term and dollar amount of work, and

(iv) In the case of mentor protégé agreements, the developmental activities that the Offeror will provide to each protégé.

In addition, the Offeror shall include in its proposal, for five (5) recent Federal prime contracts, its performance in meeting subcontracting targets for small business, HUBZone small business, small disadvantaged business, women-owned small business, and other small business concerns as applicable. This information shall include the agency with whom the contract was executed, the period of performance, the dollar value of the contract, the goals set out in the contract and the actual accomplishments against those goals.

E.3 EVALUATION CRITERIA-- SMALL BUSINESS CONCERNS-- LOCAL PROVISION

The FERC will evaluate the extent to which small business, HUBZone small business, small disadvantaged business, women owned small business, and other small business concerns are included in the Offeror's proposed plan to accomplish project requirements, including protégés under mentor-protégé agreements, both in terms of the overall share of the work and the variety and complexity of the work to be performed. The FERC will evaluate the Offeror's past performance in meeting subcontracting targets, as well as the subcontracting targets proposed by the Offeror in response to this solicitation.

E.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/browse/index/far

FAR Number	Title	Date
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ACQUISITION	NOV 2021

E.5 SOLICTATION ATTACHMENTS

Attachment 1 - Statement of Work Engineering Geologist.

Attachment 2 - OCI Questionnaire.

Attachment 3 - OCI Representation Disclosure Statement.

Attachment 4 - Contractors CEII Non-Disclosure Agreement.

Attachment 5 - FERC NDA Contractors Employee Mar 2022.

Attachment 6 - FERC NDA Contractor Mar 2022.

Attachment 7 - RFQ 89603026Q0061 Pricing Template.

Attachment 8 - Questions Template.