

## SCOPE OF WORK (SOW)

### Visitor Use Patterns, Preferences, and State Choice Tradeoffs Associated Summer Season Experiences and Management Options in Yellowstone National Park

#### I. Background and Purpose

Annual Yellowstone visitation has increased by more than 40% since 2008, a time period during which staff levels have remained more or less the same. Visitation spiked with a dramatic increase of 21% from 2014-16, shocking capacity of park systems. Based on historic visitation trends, growing international visitation, retirement of Baby Boomers, and high levels of visitation from Gen X, demand for visitation is likely to continue to increase. In response to problems and opportunities associated with changing visitation, the park has initiated a pre-planning process to better understand how Yellowstone can protect resources and provide a quality visitor experience into the 21st century.

In addition to resource protection, the NPS has long recognized stewardship of visitor experience as a cornerstone of its mission. Simple in theory, the goal of maximizing visitor experience is a complex practice. Yellowstone attracts diverse groups of visitors from different demographic, racial, ethnic, cultural, geographic, and socio-economic backgrounds. The park is guided by law to consider the perspectives of all these groups in decision making, and NPS is working to understand the values and perspectives of these groups in the early stages of considering new management or planning actions.

Yellowstone visitors most value the park for its natural character. In a 2016 visitor survey, the following park resources and values are considered extremely or very important to most visitors: natural scenery, viewing wildlife in natural habitat (bison elk, bears, wolves), thermal features, a largely intact ecosystem, experiencing a wild place, and hearing sounds of quiet / nature. The majority of visitors (84%) are satisfied with their experience. However, many visitors think that parking (67%), too many people in the park (57%), traffic (55%), and other visitors acting unsafe around wildlife (55%) are big or moderate problems. Of the 16% of visitors that are not satisfied with their park experience, not seeing enough wildlife and traffic / parking / crowding are the biggest reasons.

The majority of visitors support public transit and parking expansion – management actions that don't limit use of private vehicles. Different management options that limit the use of private vehicles receive support from roughly a third of visitors and opposition from a third to half of visitors. Visitors want a natural park experience with less people and less parking and traffic problems. However, only some visitors support limits on private automobiles. Visitor experience tradeoffs and tough management decisions are inevitable in the future.

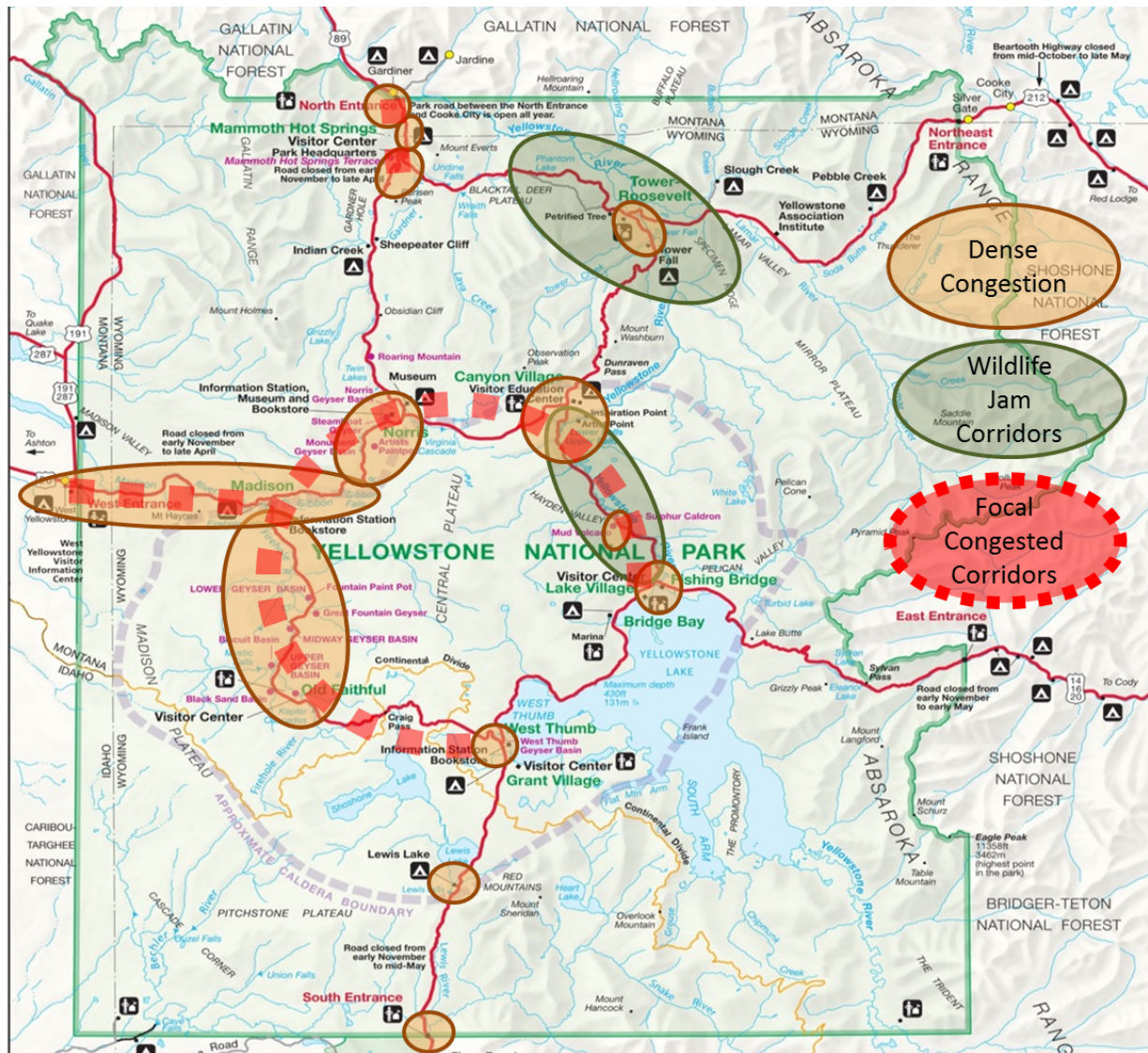
To inform this pre-planning process, more detailed information is needed about how different visitor segments experience the park during its summer season, including their experiences of challenges and future management options. This research will evaluate the experiences of different visitor segments at a subset of focal attractions within Yellowstone's most heavily travelled corridors, while also considering other routes and locations that visitors are experiencing throughout the park.

More information on Summer Use Pre-Planning, including results of key studies to date, can be found at <https://www.nps.gov/yell/getinvolved/summeruseplanning.htm>.

## II. Planning Area Description

Yellowstone National Park sits on a high volcanic plateau encompassing over 2.2 million acres (nearly 900,000 ha) of land surrounded by mountainous terrain in the states of Idaho, Montana, and Wyoming.

The Park's 310 miles of major roadways consist of the 'Grand Loop Road,' with a middle road segment connecting Norris and Canyon Village, and five road segments connecting the park's entrance stations with the Grand Loop (Fig. 1). The Park contains five major developed areas: Canyon Village, Grant Village, Lake Village, Mammoth Hot Springs, and Old Faithful. The roadway also connects several other important junctions and developed areas, including: Bridge Bay, Fishing Bridge, Madison, Norris, Tower-Roosevelt, and West Thumb. Attractions such as campgrounds, geyser basins, roadside wildlife viewing, trailheads, scenic viewpoints, and pullouts are also found regularly throughout the Park.



**Fig. 1. Areas of concentrated congestion and crowding exist throughout Yellowstone National Park and are most heavily concentrated in corridors connecting the park's West Gate with Geyser Basins and Canyon Rims. Source: National Park Service**

Congestion and crowding problem areas have been documented throughout this system, with the most severe concentrations of traffic and congestion concentrated in central corridors between the West Entrance, Madison, Old Faithful, West Thumb, Norris, Canyon Village and Rims, and Fishing Bridge areas (Fig. 1). Significant issues also affect the corridor from the North Entrance to Mammoth. A transportation study conducted in Summer of 2016 found that during peak late morning and afternoon hours throughout much of June, July, and August there are on average nearly 30 percent more vehicles using these corridors than those roads can comfortably and safely handle.

Levels of pedestrian visitor crowding, inappropriate behaviors, and associated resource impacts on focal geyser basin boardwalks and on canyon rim overlook trails within these corridors are in the process of being quantified through a study conducted in Summer 2017. Internal scoping has also compiled record of concerns from visitors and staff that crowding levels and inappropriate visitor behaviors are deemed both unsafe and to diminish visitor experience in these locations and throughout the park. This study will build upon the 2016 visitor survey and these 2017 visitor use studies to document visitors' evaluations of their experience of visitor use conditions across different park locations.

Other considerations that make this system unique include its remote location, the seasonal pulses of visitation, subsets of drivers that are both traveling slowly to take in scenery and sights and/or trying to make good time across the Park's vast distances and winding roadways, and the presence of charismatic wildlife species that cause regular slowing or stopping. 'Wildlife jams' created by visitors watching wildlife (most often bison and bears) from their vehicles or by the side of the road often delay traffic from 15 minutes up to two hours, throughout the Park, but especially in the Hayden Valley and Tower Junction areas on the east side of the Park.

### III. Scope and Objectives

**Phases.** This research will be completed in two phases. Assuming that performance objectives and deliverables of each project phase are completed in a timely and satisfactory manner, NPS intends both project phases to be completed by the same awardee to ensure consistency, depth of project understanding, and efficiency across research development, delivery, and reporting. ***In this scope of work, tasks associated with Phase I are treated as the base period work and tasks associated with Phase II are treated as optional tasks. The optional tasks are to be priced out separately and will be exercised should the NPS require the work and the funding be available. For the cost/price portion, please price out the optional work separately from the base period work.***

**Sampling timeframe.** Yellowstone's summer visitation season lasts from Mid-April through early November. Most visitors come to the park during the months of mid-May through September, with visitation increasing from mid-June through mid-August and peaking during the month of July. Both Phase I and Phase II will survey visitors across different summer time periods with comparatively different levels of visitation. In Phase I the contractor will survey visitors for at least seven days in each of five months (May, June, July, August, September) to analyze how visitors' perspectives vary across changing levels of park visitation throughout the summer season. In Phase II, the contractor will survey visitors for seven days in each of three months strategically selected based upon results of Phase I and emerging park management alternatives. Specifics of sampling strategy will vary depending up the data collection methods proposed by the contractor, but a sampling strategy will be implemented to be as representative as possible of all park visitors.

**Visitor Segments.** The contractor will work with the park to identify specific visitor segments of interest, such as: families with children, retirees, local visitors, international visitors, tour bus groups, visitors with different trip lengths and accommodation locations, visitors during the peak summer season (mid-June thru mid-August) and visitors who choose to visit the park in slightly off peak spring (May thru mid-June) and fall (September) months. Based on results of previous survey instruments identifying park lingual

preferences and ethnicity, the surveyor should be prepared to contact visitors and administer a strategic sub-sample in culturally appropriate ways in order to survey Mandarin/ Chinese speaking visitors.

**Study Area.** This research shall engage visitors at focal points of and throughout their trip. This includes the park locations at which visitors are most likely to encounter parking, congestion, and crowding events, as well as park locations where visitors would most constructively consider management options to address these issues. Previous research has identified that these challenges are focused in key corridors connecting Yellowstone's West Entrance with focal Geyser Basins and Canyon Rim attractions in the west and central portions of the park (Fig. 1).

In Phase I of this study, the contractor shall develop approaches to study visitor patterns and experience across the following gradient of park areas in relationship to crowding levels:

- a. The most focal visitor attractions in the middle of Yellowstone's most heavily visited corridors, including the Midway Geyser Basin area and the Fairy Falls Trail, Norris Geyser Basin, Old Faithful Geyser Basin, and the overlooks in the Canyon area.
- b. A subset of comparative slightly less focal but still heavily visited visitor attractions in or on the periphery of the most trafficked corridors, such as Boiling River, Grizzly Overlook and the Hayden Valley, the Fishing Bridge area, Fountain Paint Pot Nature Trail, the Mammoth area, Mud Volcano, and/or West Thumb Geyser Basin.
- c. Locations that are historically considered to be quieter parts of the park, such as the Bridge Bay area, Dunraven Pass and Mt. Washburn, the Lake Village area, the Lewis Lake area, the Lamar Valley and Slough Creek, Roosevelt Lodge, and/or the Tower Falls area.

Locations to be studied in Phase II will be determined by emerging management priorities and preliminary results of Phase I.

**Real Time Approaches and Technologies.** The contractor will implement the most incisive and efficient approaches and technologies to collect, analyze, and report the information in the survey. Data will be collected as closely as possible to the actual times, locations, and situations in which visitors are experiencing the park.

**Level of Analysis.** In both Phase I and Phase II, Data will be analyzed and reported both at the macro level (e.g. aggregated park wide, across time, across all visitors surveyed) as well as at the micro level for specific questions of interest as relevant to park management priorities (e.g. questions related to specific locations or corridors, certain times of year, or certain visitor segments). Some of these micro-level questions will be determined by the contractor and NPS prior to the study, but others will emerge based upon preliminary data analysis and as Yellowstone's management priorities for Summer Use develop over the course of the study.

The contractor shall work with designated NPS representatives on an iterative basis throughout the study to refine and hone analyses to meet park objectives within the contracted scope of work.

#### **Phase I Objectives (Base Period)**

- a. Document visitors' travel and visitation patterns throughout the park in space and time.
- b. Evaluate the extent to which visitors were able to visit planned locations in planned timeframes, and explicate reasons why and why not.
- c. Understand visitors' values and expectations for their trip in relationship to Yellowstone's Fundamental Resources and Values, both park wide and in relationship to specific locations. Evaluate how visitors' experiences relate to expectations.

- d. Understand visitors' preferences in relationship to different levels of specific visitor use conditions, both park wide and in relationship to specific locations. Visitor use conditions include: resource impacts, levels of crowding, behaviors of other visitors, parking availability, and traffic.
- e. Understand visitors' preferences related to general types of visitor use management strategies; both park wide and in relationship to specific locations. Visitor use management strategies include: communication, temporary closures, timed entry and reservation systems, shuttle bus and transit systems, and increases in parking availability.
- f. Analyze how a. through e. above vary across the summer months of May through Septembers as levels of visitation change over time.

#### **Phase II Objectives (Optional Work)**

- a. Quantitatively evaluate the relative strength of tradeoffs in visitors' stated choice between a finite set of *specific* visitor experience and management scenarios. These alternatives will be based on preliminary analysis of Phase I data and reflect emerging park planning and management priorities. Scenarios could include factors such as parking availability, levels of pedestrian crowding, traffic volume, travel times, participation in timed entry or reservation systems, and willingness to use and/or pay for shuttle bus service. Alternatives could be implemented at the park, gate, road corridor, or area level.
- b. Collect additional data on Phase I objectives as needed.

#### **IV. Supporting Information**

**NPS General Assumptions.** The contractor shall provide all personnel and services to perform all tasks necessary. All work shall be technically and legally defensible and in full compliance with the requirements of the National Environmental Policy Act of 1969, as amended (NEPA); regulations of the Council on Environmental Quality (CEQ) (40 CFR 1500-1508); and NPS Director's Order #12: Conservation Planning, Environmental Impact Analysis, and Decision-Making (DO-12, 2011) and accompanying DO-12 Handbook (2001); <<http://www.nature.nps.gov/protectingrestoring/do12site/TOC.htm>>).

**Yellowstone NP Operating Constraints.** Yellowstone is a large park in a remote setting with significant drive times between gateway communities and park locations. Travel times during the park's summer season are increased by winding roads, low speed limits, heavy traffic, congestion, wildlife jams, and construction. During the mid-summer season, employee housing shortages abound in the park and gateway communities. Contractors must be resourceful and plan well in advance to secure cost effective accommodations in locations that make sense to accomplish study objectives in relationship to travel times. The park and its gateway communities have limited cellular and WIFI connectivity – not only is coverage poor, but available cellular and data bandwidth availability is limited during peak summer periods as demand far exceeds capacity. Weather conditions can interfere with protocols and impact visitation levels dramatically. In May, June, and late September, temperatures can drop as low as 20° F, and multiday snowstorms are possible. In mid-summer, temperatures can be as high as 90° F. Forest fires and smoke can impact normal visitation patterns in July, August, and September. Personnel and equipment must be prepared for exposure to environmental conditions, including high altitude (6000-9000 ft.), rapid changes in conditions, and wildlife encounters.

**Management Relevant Research.** The research in this SOW shall be conducted to inform ongoing planning efforts in Yellowstone NP. It is incumbent on the contractor to work with the park on all phases of this project to synch the timing and focus of deliverables to address management questions and timeframes to the greatest extent possible. The contractor shall work with the National Park Service to bilaterally agree on any modifications to the project schedule. All requests for schedule changes shall be

submitted to the contractor via the Contracting Officer (CO) and will be captured in either a memo to the file or in a mutually agreed upon contract modification.

**Reporting.** The contractor shall produce a digital file, including graphics and editing, of all products. The reporting should be produced in both MS Word and Adobe Acrobat PDF formats. The contractor shall prepare and deliver print and internet ready files for all documents. All deliverables shall be constructed in accordance with all rules and regulations of the Section 508 compliance standards. This information can be found at <https://section508.gov/>. Unless the National Park Service approves otherwise, All draft and final documents submitted for review shall be paginated, sequential, and the lines numbered (drafts only). The contractor shall perform a consistency check of all data and quality control facts used throughout all deliverable products and provide quality control reviews of all deliverable products. This process shall be outlined in the required Quality Control plan to be submitted in the request for proposal.

**Project Management.** To ensure timely and efficient fulfillment of this scope, the following assumptions are integral:

- The contractor shall supply all materials and equipment needed to collect data.
- All travel arrangements for contractor staff to carry out the data collection plan for the tasks outlined below shall be the responsibility of the contractor.
- The contractor shall coordinate any and all travel with the COR as appropriate. The number of trips to the park will depend upon the contractor's approach to data collection.
- The COR will provide the Contractor with a set of consolidated comments on interim review deliverables, to be incorporated into the plan.
- Electronic copy deliverables shall be given to the COR, who will distribute them further within the service.
- NPS review periods will be 21 business days, unless otherwise indicated.
- Upon completion of each task, the contractor shall supply the COR and Yellowstone National Park all final reports, draft reports, and source data files (including but not limited to excel files, traffic counter data files, extend or other modeling files).
- The contractor shall provide as cover along with deliverables for each task, a Task Completion Memo documenting the conclusion of work product on time and a justification for variations, if any, in these requirements. Task Completion Memos should be no more than one (1) page in length and addressed to the COR with a carbon copy to the CO.

V. Task Order Requirements, Deliverables, and Timeline

**PHASE I: VISITOR PATTERNS AND PREFERENCES** (*Base Period December 2017 to July 2019*)

**Task 1. Phase I Project Development & OMB Package** (*December 2017-January 2018*)

- A. *Project kickoff call.* The contractor shall facilitate a phone conference between their research team and the NPS Yellowstone summer use team to establish project objectives, activities, and timeline.
- B. *Review relevant background information.* The contractor shall review relevant background information related to the YELL summer use planning project and information relevant to Yellowstone Park and the Greater Yellowstone Area (GYA) provided by the NPS, as well as similar research from other parks identified by the contractor.

- C. *Regular project planning calls.* Given the tight timeframe to submit the OMB package, the contractor project lead will check in with the designated NPS Yellowstone Summer Use lead on a regular basis ( assume up to six 1-hour calls), including other team members as necessary.
- D. *Develop data collection plan and study instruments.* The contractor shall develop and deliver a detailed data collection plan, and accompanying study instruments, for Phase I data collection. Study methods and instruments to capture travel times and patterns will accurately document individual respondents' movements throughout their trip in Yellowstone NP. Study methods and instruments to capture visitor perceptions of their experience will be coordinated with specific attraction sites that respondents visit during their trip in the park. Questionnaires are required to be available at all intercept locations in both English and Mandarin.
- E. *OMB package and submission.* All study instruments that require information collection from visitors must be approved by the Office of Management and Budget (OMB). The contractor will package and submit information collections review (ICR) to OMB for approval via the NPS Social Science Program Liaison to OMB, Phadrea Ponds (phadrea\_ponds@nps.gov , 970-267-7213). The contractor should assume the programmatic approval process for Phase I data collection. Information on the ICR process can be found at the following URL:

<https://www.nps.gov/subjects/socialscience/infocollection.htm>

**Deliverables:**

- *Study plan.* The contractor shall develop and deliver a detailed study plan for Phase I methods and associated data collection. NPS comments and input, provided through correspondence and project planning calls, will help refine this document into a final form.
- *OMB package.* All survey instruments will be submitted for OMB approval via the NPS Social Science Branch's (SSB) Information Collections Officer no later than Jan 15, 2018.

**Task 2. Ongoing Phase I Project Management** (*January 2018 – July 2019*)

Contractor shall provide overall Project Management services for the tasks listed below:

- A. *General project management.* Administer the project contract, coordinate personnel and sub-consultant activities, prepare and maintain the project schedule and prepare invoicing.
- B. *Regular project update conference calls.* The contractor project lead shall check in with the designated NPS Yellowstone summer use lead on a regular basis (assume monthly calls), including other team members as necessary, to review monthly schedules, milestone updates, changes, and corrective measures. These teleconferences will be coordinated and set-up by the contractor.
- C. *Quality Control (QC).* The contractor shall assure that any submittal has passed through their QC process and is ready for review. Contractor will clearly communicate project requirements to the team so team members understand the project expectations.

**Deliverables:**

- *Project schedule.* Prepare and maintain a project schedule throughout the life of the project. The schedule will be used as a tool to manage the project and will be updated as specific dates are resolved.
- *Park research permit.* The contractor will submit a request for a park research permit by April 1, 2018 in preparation for an assumed start of data collection in May 2018.

**Task 3: Collect, Organize, Analyze, & Report Phase I Data** (*January 2018 – January 2019*)

The contractor shall:

- A. Organize the logistics required to administer the study, coordinating with Yellowstone NP point of contact as necessary. This includes ensuring that all personnel working in Yellowstone NP receive appropriate safety training. Provide adequate staffing and equipment to administer all aspects of data collection, field staff organization, on-site data management. The contractor will provide staffing for 5 visitor intercept locations. It is assumed that the sample period will cover summer visitation from May 1, 2018 through September 30, 2018 and require 5 discrete sampling periods - one sampling period in each of the months May, June, July, August, and September. Each sampling period will assume a minimum of 7 sample days each and will include representative proportions of weekdays and weekends. One English-Mandarin speaking interview specialist will be provided while all other interviewers will be English speaking only.
- B. The contractor will conduct data entry and create a data storage plan for all study data. The contractor will conduct statistical analysis of study data and compile summary statistics (e.g. mean, median, mode, quantiles, correlations, Pearson's rho, chi square, analysis of variance (ANOVA)), factor analysis and scale reliability analysis as applicable. Results will be analyzed for the population of YELL visitors as well as the specific visitor segments, seasonal timeframes, and park locations outlined in section III of this scope.
- C. The contractor will develop draft and final technical memos of the visitor study. The draft technical memo will be commented on by the Yellowstone NP staff and NPS Social Science Program staff.

Deliverables:

- *Summer 2018 data collection evaluation technical memo.* In order to inform OMB package development for Phase II of this project, the contractor shall submit a technical memo to NPS evaluating the success of Phase I data collection by Oct. 5, 2018. This will include the results of a few preliminary analyses of data that will enable the contractor and the park to determine to what extent objectives were achieved. This information will be incorporated into the development of the data collection plan and OMB package for Phase II of this study.
- *Data analysis refinement conference calls.* The contractor project lead shall check in with the designated NPS Yellowstone summer use lead on a regular basis (assume monthly calls), including other team members as necessary, to refine the data analysis plan based upon emerging study results and emerging park management priorities.
- *Quantitative data.* Provide all quantitative data to the park by January 15, 2019 in a cleaned and weighted format.
- *Data report technical memo.* Provide a preliminary technical memo outlining the results of quantitative study metrics of most timely management need to the park by January 31, 2019.
- *Data presentation.* Present preliminary results of data to park management and the Summer Use team via 2-hour Webex and incorporate feedback and additional questions into additional analyses and final report.
- *Qualitative data.* Provide all qualitative data to the park in conjunction with delivery of the final report by May 31, 2019.

**Task 4: Additional Phase I Analysis, Reporting, & Reviews** (February 2019 – July 2019)

The contractor will:

- A. *Communicate with NPS staff to ensure a management relevance final report.* Communicate with the NPS staff on a regular basis (as part of ongoing regular conference calls) to ensure that the organization, format, visual aids, and discussion of the final report will inform the maturing management priorities of Yellowstone NP.
- B. *NPS and peer review of draft reports.* Participate in three (3) rounds of internal review on drafts of the final report, the first round focused on report outline and format, the second focused on



report content and visuals, and the third focused on small edits and remaining details. The second round of review will also include a peer review component organized by NPS. The contractor will schedule all review periods ahead of time and will provide NPS staff at least twenty-one (21) days to conduct reviews unless arranged otherwise.

**Deliverables:**

- *Final report.* The final report will be due to NPS following all of the criteria outlined in the Supporting Information section no later than June 30, 2019.

**PHASE II: STATED CHOICE MODELLING OF VISITOR TRADEOFFS (Option Period 1)**

**Task 5. Phase II Project Development & OMB Package (September 2018-November 2018)**

- A. *Calls to develop phase II data collection plan and OMB package.* The contractor shall work with the park to develop a Phase II data collection plan and OMB package (through regular ongoing conference calls and/or in park meetings as the contractor finishes Phase I data collection). Questionnaires are required to be available at all intercept locations in both English and Mandarin.
- B. *OMB package and submission.* All study instruments that require information collection from visitors must be approved by the Office of Management and Budget (OMB). The contractor will package and submit information collections review (ICR) to OMB for approval via the NPS Social Science Program Liaison to OMB, Phadrea Ponds (phadrea\_ponds@nps.gov , 970-267-7213). The contractor should assume the programmatic approval process for Phase I data collection. Information on the ICR process can be found at the following URL: <https://www.nps.gov/subjects/socialscience/infocollection.htm>

**Deliverables:**

- *Study plan.* The contractor will develop and deliver a detailed plan for Phase II methods, data collection, and logistics. NPS comments and input, provided through correspondence and teleconferences, will help refine this document into a final form.
- *OMB package.* All survey instruments will be submitted for OMB approval via the NPS Social Science Branch's (SSB) Information Collections Officer by November 1, 2018.

**Task 6. Ongoing Phase II Project Mgmt. (January 2019 - June 2020)**

Contractor shall provide overall Project Management services for to the following:

- A. *General project management.* Administer the project contract, coordinate personnel and sub-consultant activities, prepare and maintain the project schedule and prepare invoicing.
- B. *Regular project update calls.* The contractor project lead will check in with the designated NPS Yellowstone summer use lead on a regular basis as needed (monthly on average), including other team members as necessary, to review monthly schedules, milestone updates, changes, and corrective measures. These teleconferences will be coordinated and set-up by the contractor.
- C. *Quality control (QC).* The Contractor will assure that any submittal has passed through their QA/QC process and is ready for review. Contractor will clearly communicate project requirements to the team so team members understand the project expectations.

**Deliverables:**

- *Project schedule.* Prepare and maintain a project schedule throughout the life of the project. The schedule will be used as a tool to manage the project and will be updated as specific dates are resolved.

- *Park research permit.* Develop, submit and respond to any clarifications and requests for changes on the park-level research permit process by April 1, 2019.

**Task 7: Collect, Organize, Analyze, & Report Phase I Data** (*January 2019 – January 2020*)

The contractor will:

- A. Organize the logistics required to administer the study, coordinating with Yellowstone NP point of contact as necessary. This includes ensuring that all personnel working in Yellowstone NP receive appropriate safety training. Provide adequate staffing and equipment to administer all aspects of data collection, field staff organization, on-site data management. The contractor will provide staffing for 5 visitor intercept locations. It is assumed that the sample period will cover summer visitation from May 1, 2019 through September 30, 2019 and require 3 discrete sampling periods - one sampling period in each of the months May, July and September. Each sampling period will assume a minimum of 7 sample days each and will include representative proportions of weekdays and weekends. One English-Mandarin speaking interview specialist will be provided while all other interviewers will be English speaking only.
- B. The contractor will conduct data entry and create a data storage plan for all study data. The contractor will conduct statistical analysis of study data and compile summary statistics (e.g. mean, median, mode, quantiles, correlations, (Pearson's rho), chi square, analysis of variance (ANOVA), factor analysis and scale reliability analysis as applicable. Results will be analyzed for the population of YELL visitors as well as the specific visitor segments, seasonal timeframes, and park locations outlined in section III of this scope.
- C. The contractor will conduct analyses on the stated choice data utilizing appropriate statistical methods to estimate maximum likelihood based on established statistical theories (e.g. utility maximization theory and random utility theory).
- D. The contractor will develop draft and final technical memos of the visitor study. The draft report will be commented on by the Yellowstone NP staff and NPS Social Science Program staff.

Deliverables:

- *Data Analysis Refinement Conference Calls.* Key members of the contractor research team will communicate with park staff regularly (as part of ongoing regular conference calls) to refine the data analysis plan based upon emerging study results and emerging park management priorities.
- *Quantitative Data.* Provide all quantitative data to the park by January 15, 2020 in a cleaned and weighted format.
- *Data Report Technical Memo.* Provide a preliminary technical memo outlining the results of quantitative study metrics of most timely management need to the park by Jan. 31, 2020.
- *Data Presentation.* Present preliminary results of data to park management and the Summer Use team via 2-hour Webex and incorporate feedback and additional questions into additional analyses and final report.

**Task 8: Additional Phase I Analysis, Reporting, & Reviews** (*February 2020 – June 2020*)

The contractor shall:

- A. *Communicate with NPS staff to ensure management relevance final report.* Communicate with the NPS staff on a regular basis (as part of ongoing regular conference calls) to ensure that the organization, format, visual aids, and discussion of the final report will inform the maturing management priorities of Yellowstone NP.
- B. *NPS and peer review of draft reports.* Participate in three (3) rounds of review on drafts of the final report, the first round focused on report outline and format, the second focused on report content and visuals, and the third focused on small edits and remaining details. The second round

of review will also include a peer review component organized by NPS. The contractor will schedule all review periods ahead of time and will provide NPS staff at least 10 days to conduct reviews unless arranged otherwise.

Deliverables:

- *Final report.* The final report will be due to NPS following all of the criteria outlined in the assumptions section no later than June 30, 2020.

## **Invoicing**

Invoicing will be done via the Department of the Treasury's Internet Payment Platform (IPP) system. This system can be accessed at the following address: <https://www.ipp.gov>. The Contractor may invoice for work performed and accepted. The invoice shall include the period of performance or deliverable/progress payment period covered by the invoice and the CLIN number and title. All costs shall be reported by CLIN and shall be provided for the current invoice and in total from project inception to date. The listing shall include separate columns and totals for the current invoice period and the project to date.

For Firm-Fixed-Price orders include in addition to the general information above: Price of Deliverable.

## **Period of Performance**

The NPS anticipates a period of performance for the base period starting in December 2017 and ending July 2019. The anticipated period of performance for the Option tasks is September 2018 through June 2020.

## **Contract Type**

The NPS anticipates awarding a firm fixed price contract. Travel will be reimbursed on an actual cost basis.

## **Travel**

In accordance with P.L. 99-234, "Federal Civilian Employee and Contractor Travel Expense Act of 1985", travel-related expenditures for Contractor's personnel are restricted to the limits established for federal employees. This includes mileage for company-owned vehicles.

The Contractor shall travel as required to support program tasks. All travel arrangements are to be made by the Contractor. Payment for transportation, per diem, mileage, parking, and other fair and reasonable travel expenses will be paid in accordance with the effective Federal Travel Regulations as amended and supplemented by the Department of the Interior travel regulations where applicable. No Federal travel authorizations are to be issued. All travel expenses are to be submitted through the Contractor's invoice for reimbursement. The Contractor shall make every effort to keep travel costs to a minimum. No reimbursement will be made for parking at a Contractor's normal place of work.

## **Place of Performance**

Work under this contract will take place at the vendor's facility as well as Yellowstone National Park.

## **Evaluation Criteria**

Award will be made to the responsible offeror whose proposal conforms to the solicitation and represents the best value to the Government based upon an integrated assessment of the evaluation factors and sub-factors listed below. The Government will consider: Key Personnel, Management Capacity, Quality Control, Technical Approach, Past Performance and Cost/Price. The factors listed below are in **descending order of importance**.

All evaluation factors other than cost/price, when combined, are **significantly more important** than cost/price; however, cost/price will contribute substantially to the selection decision. The evaluated price will not be rated or scored, but will be a consideration for reasonableness and realism in the final source selection decision.

### **Factor 1 – KEY PERSONNEL (limited to 1 page per resume)**

The proposed key personnel will be evaluated on their relevant education, experience, demonstrated technical knowledge and expertise to fulfill the requirements of the SOW and possession of substantial, relevant knowledge within their respective subject areas. While specific job titles will not be required within this evaluation factor, the personnel comprised within the team should demonstrate an interdisciplinary approach that emphasizes knowledge and understanding of visitor locomotion in protected areas, survey research, transportation research and planning, innovative approaches to applying technology to document both descriptive and visitor reported data collections in remote settings, and the analytic, professional, and communication capacity to effectively execute a project of this scale. Personnel should demonstrate knowledge and experience working on visitor use, transportation, and recreation data collection in regions similar to U.S. parks and protected areas.

### **Factor 2 – MANAGEMENT CAPACITY (limited to 3 pages)**

Offerors will be evaluated on their ability to undertake and effectively manage the technical, personnel and financial aspects of a contract of this scope and magnitude so as to ensure effective, efficient, timely and responsive support. Visitor use management dimensions require expertise in recreation, social sciences, transportation, automation and other technological dependent collection and analytic methods. The following will be evaluated in descending order of importance:

- Demonstration of a capable team of experts highlighting robust interdisciplinary and complementary skill sets with minimal redundancy.
- Demonstrated success with past projects using similar approaches.
- Description of the team's current and anticipated workload for the next 24 months and a clear outline of how this project will receive the attention needed given the aggressive schedule.

### **Factor 3 – QUALITY CONTROL (limited to 2 pages)**

Offerors shall provide examples of Quality Control process records demonstrating the effectiveness of the team's procedures to ensure that document deliverables are complete and include the information required for the stage. Offerors shall demonstrate effectiveness of the team's quality review and control procedures.

### **Factor 4 – TECHNICAL APPROACH (limited to 12 pages)**

Offeror shall provide a detailed plan that describes the team and the approach to this project. Offeror shall also include information about the date the team was established, the office location, number of

employees, where the work will be performed and a description of how the team will work with the park to facilitate the study design process. This shall include a Phase I data plan and an OMB package by January 15, 2018. Data plan approaches will be evaluated on the quality of the technical approach in demonstrating an ability to both document visitor travel and movement patterns while concurrently receiving in-situ visitor feedback on the acceptability of crowding and congestion conditions (or lack thereof) being experienced.

**Factor 5 – PAST PERFORMANCE (limited to 5 pages)**

- a. An evaluation of offeror's past performance information will be conducted subsequent to the technical evaluation. The offeror must have demonstrated successful operations and maintenance of similar contract, to include scale and complexity. Preference will be given to proposals that demonstrate past performance of similar projects related to management of parks and protected areas.
- b. The evaluation will be based on information obtained from the write-ups, other relevant past performance information obtained from other sources known to the Government, and any other information supplied by the offeror, to include problems encountered on the identified contracts and corrective action taken.
- c. The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.
- d. The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts, but rather the product of subjective judgement by the Government after it considers all available and relevant information.
- e. When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as: 1) the offeror's record of performing according to specifications, including standards of good workmanship; 2) the offeror's record of controlling and forecasting costs; 3) the offeror's adherence to contract schedules including the administrative aspects of performance; 4) the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and 5) the offeror's business-like concern for the interest of the customer.
- f. The Government will consider the currency and relevance of the information, sources of the information, context of the data and general trends in the offeror's performance. The lack of a relevant performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.
- g. Note: Contractors submitting offers without past performance will receive a neutral rating.
- h. Offerors shall provide 3 projects completed in the past 5 years with a similar scope. Describe any previous experience in collecting and analyzing data of this kind, including the scope and complexity of the project. (Note: Listing completed projects does not address this criterion. A narrative that articulates past experience and description of technical expertise in methods and analysis for these needs should be discussed).

**Cost/Price**

- a. Offeror's cost proposal will not be point scored or adjectively scored but will be evaluated on price reasonableness and realism. The price proposal will also be used as an aid to determine the

Offeror understands of the requirements of the solicitation, price reasonableness and to assess the validity of the offeror's approach to managing and performing the work.

- b. The offeror shall submit a price proposal separate from all other volumes; any pricing information found in the technical or past performance volumes will be removed prior to evaluation.
- c. The Government will evaluate the price proposal for reasonableness and realism. The Government will evaluate the base period and optional tasks costs combined to determine best value to the Government. The Government will also evaluate cost with regard to the ability of the offeror to meet requirements in terms of skills required, complexity of disciplines and job difficulty, if the Government deems such analysis necessary. Please be sure to include pricing for both the base period and the option period.

Below is a sample pricing structure to be used for the price portion of the quote. Please break costs out per the spreadsheet below. Please include any travel and other direct costs in a separate portion of the cost response with a final overall total to include Phase I, Phase II and all other costs for the project.

	Labor Class: Option Year 1 Hourly Rate:	TOTAL COST
<b>BASE TASK: Phase I Visitor Patterns and Preferences</b>		
<b>Task 1 Project Development and OMB Package</b>		
Task 1A Project kickoff call		
Task 1B Review relevant background information		
Task 1C Regular project update calls		
Task 1D Data collection plan and develop study instruments		
Task 1E OMB Package		
<i>Subtotal Task 1</i>		
<b>Task 2 Ongoing Phase I Project Management &amp; Park Research permit</b>		
Task 2A General project management (19 months)		
Task 2B Regular project update conference calls		
Task 2C Quality Control		
Task 2D Park research permit		
<i>Subtotal Task 2</i>		
<b>Task 3 Collect, Organize, Analyze, &amp; Report Phase I Data</b>		
Task 3A Field study administration and data collection		
Task 3B Data Analysis		
Task 3C Results reporting - draft technical memo		
<i>Subtotal Task 3</i>		
<b>Task 4 Additional Phase I Analysis, Reporting, &amp; Review</b>		
Task 4A Communications with NPS staff		
Task 4B Final technical memo that addresses NPS comments		
Task 4C Webex presentation of results to park staff		
<i>Subtotal Task 4</i>		
<i>Phase I Totals</i>		
<b>OPTION TASK: Phase II Stated Choice Modeling of Visitor Tradeoffs</b>		
<b>OPTION Task 5 Phase II Project Development</b>		
Task 5A Calls to develop phase II data collection plan		
Task 5B Develop study instruments		
Task 5C OMB Package (assumes full review)		
<i>Subtotal Task 5</i>		
<b>OPTION Task 6 Ongoing Phase II Project Management</b>		
Task 6A General project management (12 months)		
Task 6B Regular project update conference calls		
Task 6C Quality Control		
Task 6D Park research permit		
<i>Subtotal Task 6</i>		
<b>OPTION Task 7 Collect, Organize, Analyze, &amp; Report Phase I Data</b>		
Task 7A Field study administration and data collection		
Task 7B Data Analysis		
Task 7C Results reporting - draft technical memo		
<i>Subtotal Task 7</i>		
<b>OPTION Task 8 Additional Phase I Analysis, Reporting, &amp; Reviews</b>		
Task 8A Communications with NPS staff		
Task 8B Final technical memo that addresses NPS comments		
<i>Subtotal Task 8</i>		
<i>Phase II Totals</i>		
<b>Phase I and II TOTAL</b>		

## Terms and Conditions

### Provisions Incorporated by Reference:

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2007)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (OCT 2016)

52.204-16 Commercial and Government Entity Code Reporting. (JUL 2016)

52.204-16 Commercial and Government Entity Code Reporting. (JUL 2016)

52.212-1 Instructions to Offerors—Commercial Items. (JAN 2017)

52.212-4 Contract Terms and Conditions – Commercial Items (NOV 2017)

52.217-5 Evaluation of Options. (JUL 1990)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (OCT 2015)

### Provisions Incorporated by Full Text

#### **52.204-20 Predecessor of Offeror. (JUL 2016)**

As prescribed in [4.1804](#)(d), insert the following provision:

(a) Definitions. As used in this provision—

“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

“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.

(b) 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.



(c) If the Offeror has indicated “is” in paragraph (b) 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)

(End of provision)

### **52.209-5 Certification Regarding Responsibility Matters. (OCT 2015)**

As prescribed in [9.104-7\(a\)](#), insert the following provision:

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

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

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

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

(iv) 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).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**52.209-7 Information Regarding Responsibility Matters. (JUL 2013)**

As prescribed at [9.104-7\(b\)](#), insert the following provision:

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

**52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016)**

As prescribed in [9.104-7\(d\)](#), insert the following provision:

(a) 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—

(1) 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

(2) 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.

(b) The Offeror represents that—

(1) 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

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

(End of provision)

**52.212-2 Evaluation—Commercial Items. (OCT 2014)**

As prescribed in [12.301\(c\)](#), the Contracting Officer may insert a provision substantially as follows:

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

1. Key Personnel
2. Management Capacity
3. Quality Control
4. Technical Approach
5. Past Performance.

All factors, when combined, are significantly more important than cost/price.

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

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

(End of provision)

### **52.212-3 Offeror Representations and Certifications—Commercial Items. (NOV 2017)**

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

(a) Definitions. As used in this provision.

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

“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.

“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 concern”.

(1) Means a small business concern.

(i) Not less than 51 percent of which is owned 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.

(2) Service-disabled veteran 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\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, 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 \$750,000 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.

“Veteran-owned small business concern” means a small business concern.

(1) Not less than 51 percent of which is owned 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.

“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.

“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.

(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 posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database 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 Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.

(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) Service-disabled veteran-owned small business 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 as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) 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 124.1002.



(5) 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.

(6) WOSB concern 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.

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

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

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

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) 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.

(9) 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: \_\_\_\_\_

(10) 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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “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**

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[List as necessary]

(3) 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) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “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 Bahrainian, 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 Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No.    Country of Origin**

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[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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

**Line Item No.    Country of Origin**

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[List as necessary]

(iv) 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 I. If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled “Buy American.Free Trade Agreements.Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

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[List as necessary]

(3) 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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American.Free Trade Agreements.Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No.    Country of Origin**

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[List as necessary]

(4) 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 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, 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 Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

**Listed End Product    Listed Countries of Origin**

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;



- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that.

- (i) It  is,  is not an inverted domestic corporation; and
- (ii) It  is,  is not a subsidiary of an inverted domestic corporation.

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto: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 \$3,500 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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 ([52.212-1\(k\)](#)).

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

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

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

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

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

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

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

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

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

(End of provision)

#### **52.233-2 Service of Protest. (SEPT 2006)**

As prescribed in [33.106](#), insert the following provision:

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_Jennifer Gartzke, Contracting Officer at Jennifer\_Gartzke@nps.gov\_.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### **52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)**

As prescribed in [52.107](#)(a), insert the following provision:

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/browsefar>

(End of provision)

### **Clauses Incorporated by Reference**

- 52.202-1 Definitions. (NOV 2013)
- 52.202-1 Definitions. (APR 1984)
- 52.203-5 Covenant Against Contingent Fees. (MAY 2014)
- 52.203-7 Anti-Kickback Procedures. (MAY 2014)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (OCT 2010)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (APR 2014)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (OCT 2016)
- 52.204-13 System for Award Management Maintenance. (OCT 2016)
- 52.204-18 Commercial and Government Entity Code Maintenance. (JUL 2016)
- 52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)
- 52.212-14 Contract Terms and Conditions – Commercial Items. (JAN 2017)
- 52.222-50 Combating Trafficking in Persons. (MAR 2015)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (JUN 2008)
- 52.227-14 Rights in Data—General. (MAY 2014)
- 52.227-14 Rights in Data—General. (DEC 2007)
- 52.227-17 Rights in Data—Special Works. (DEC 2007)
- 52.232-1 Payments. (APR 1984)
- 52.232-33 Payment by Electronic Funds Transfer-System for Award Management. (JUL 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)
- 52.242-13 Bankruptcy. (JUL 1995)

52.242-15 Stop-Work Order. (AUG 1989)

52.242-17 Government Delay of Work. (APR 1984)

52.244-6 Subcontracts for Commercial Items. (JAN 2017)

### **Clauses Incorporated by Full Text**

#### **52.204-1 Approval of Contract. (DEC 1989)**

As prescribed in [4.103](#), insert the following clause:

This contract is subject to the written approval of Jennifer Gartzke, NPS Contracting Officer, and shall not be binding until so approved.

(End of clause)

#### **52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (NOV 2017)**

(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 items:

(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) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(4) [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 items:

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

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

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

\_X\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_X\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_ (10) [Reserved].

\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).

\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_ (ii) Alternate I (Jan 2011) of [52.219-4](#).

\_ (13) [Reserved]

\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

\_ (ii) Alternate I (Nov 2011).

\_ (iii) Alternate II (Nov 2011).

\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_X\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([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 (Nov 2016) of [52.219-9](#).

\_ (v) Alternate IV (Nov 2016) of [52.219-9](#).

\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).

\_X\_ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

\_X\_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

\_\_ (24) [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 (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

\_X\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

\_X\_ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

\_X\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

\_X\_ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

\_X\_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).

\_X\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

\_X\_ (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#)).

\_X\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_X\_ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

\_\_ (35)(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.)

\_\_ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).



- \_\_\_ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_\_\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- X (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (43) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (44) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- \_\_\_ (45)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.
- \_\_\_ (46) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (47)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 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 (May 2014) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_\_ (48) [52.225-5](#), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (50) [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. 2302 Note](#)).
- \_\_\_ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (55) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

   (56) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

   (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

   (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

   (59) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017)([15 U.S.C. 637\(d\)\(12\)](#)).

   (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

   (ii) Alternate I (Apr 2003) 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 items:

[*Contracting Officer check as appropriate.*]

   (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

   (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

   (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

   (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

   (5) [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](#)).

   (6) [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](#)).

  X (7) [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](#)).

   (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

   (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

   (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

   (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(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, 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 items. 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 (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [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)).

(iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(x) [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](#).

(xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xii)

\_\_ (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([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](#)).

(xiii) [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](#)).

(xiv) [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](#)).

(xv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

(xix) [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. 2302 Note](#)).

(xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**Alternate II (Nov 2017).** As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

*(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to.*

*(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and*

*(ii) Interview any officer or employee regarding such transactions.*

*(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than.*

*(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and*

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause.

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(D) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(E) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(F) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(G) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(H) [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](#).

(I) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(J) X (1) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (2) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(K) [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](#)).

(L) [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](#)).

(M) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(P)(1)[52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).

(2)Alternate I (Jan 2017) of [52.224-3](#).

(Q) [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. 2302 Note)

(R) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(S) 52.247-64, *Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)* (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**52.217-8 Option to Extend Services. (NOV 1999)**

As prescribed in 17.208(f), insert a clause substantially the same as the following:

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 PRIOR TO CONTRACT END\_.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

As prescribed in 17.208(g), insert a clause substantially the same as the following:

(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 YEARS\_.

(End of clause)

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

As prescribed in 52.107(b), insert the following clause:

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/browsefar>

(End of clause)