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Section A - Solicitation/Contract Form

Instrument Name: Snow Removal Services, Conant Brook Dam, Monson, MA

Product Service Code : S218

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

SNOW REMOVAL SERVICES

U.S. ARMY CORPS OF ENGINEERS

CONANT BROOK DAM

MONSON, MASSACHUSETTS

PERFORMANCE WORK STATEMENT

BID SCHEDULE

ITEM #	TASK	UNIT	QTY	UNIT PRICE	TOTAL
1	Less than 6-inch Snowfall	Each	8		
2	6-inch to 12-inch Snowfall	Each	5		
3	12-inch to 24-inch Snowfall	Each	3		

4	24-inch or Greater Snowfall	Each	1		
5	Snow Removal (On-Call)	Each	1		
				Total:	

*** END OF NARRATIVE 1 ***

Section C - Description/Specifications/Statement of Work

INTERESTED VENDORS SHALL REVIEW SECTIONS L AND M FOR INSTRUCTIONS AND EVALUATION CRITERIA. VENDORS ARE RESPONSIBLE FOR ENSURING THEIR QUOTE SUBMISSION MEETS ALL REQUIREMENTS. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION.

THE MANDATORY SOLICITATION SURVEY ISSUED FOR THE SOLICITATION SHALL BE COMPLETED IN ITS ENTIRETY AND RETURNED WITH QUOTES. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION. USE OF A SOLICITATION SURVEY NOT ISSUED FOR THE RELEVANT SOLICITATION WILL RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION.

SNOW REMOVAL SERVICES

U.S. ARMY CORPS OF ENGINEERS

CONANT BROOK DAM

MONSON, MASSACHUSETTS

PERFORMANCE WORK STATEMENT

A. GENERAL

1. Scope

Provide all equipment, materials, labor, and transportation necessary to perform snow removal services at the Conant Brook Dam project area.

*Note: This work requires the following submittals prior to the commencement of work (Refer to Section 7. Submittals for a full list of submittals):

ENG Form 6293 (Accident Prevention Plan Worksheet)

ENG Form 6206 (Activity Hazard Analysis)

ENG Form 6282 (Site Safety and Health Officer Designation Letter)

First Aid and CPR Certificates

2. Locations

Conant Brook Dam is located off Wales Road in Monson, Massachusetts.

3. Site Visit

Contact the Technical Point of Contact (TPOC), Keith Beecher at 978-318-8405 or keith.w.beecher@usace.army.mil to arrange a site visit.

Interested vendors should conduct a site visit to confirm understanding of the scope, inspect existing conditions, and familiarize themselves with the site(s) prior to submitting a quote. No extra payment will be allowed for perceived additional work caused by unfamiliarity with site conditions and requirements.

4. Schedule

The contract period of performance will be from contract award to 30 April 2027.

All pre-work submittals shall be submitted within 14 days of contract award. The Government reserves up to 7 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall be resubmitted to the Government in an acceptable form within 7 days of the response, unless additional time is granted by the Government in writing.

No field work may proceed prior to the acceptance of pre-work submittals.

5. Safety Requirements

a. General:

All work shall be conducted in accordance with the USACE Safety and Occupational Health Requirements (EM 385-1-1, most recent edition), and all applicable Occupational Safety and Health Administration (OSHA), federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed electronically at the following link:

https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

b. Accident Prevention Plan (APP):

The Contractor shall prepare a site-specific Accident Prevention Plan. The APP must be written by a Competent Person (CP) and document the specific work processes, equipment, materials to be used, hazards and applicable control measures.

The mandatory ENG Form 6293 (Accident Prevention Plan Worksheet) must be submitted and accepted prior to beginning on site work:

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_Aug%202024%20-%20FINAL.pdf

A preparatory meeting shall be conducted by the Prime Contractor to discuss the APP contents with all effected onsite employees. The Prime Contractor is responsible for informing the subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

Daily safety meetings shall be held and documented. Records shall be available to the TPOC upon request.

c. Activity Hazard Analysis (AHA):

An AHA shall be submitted and accepted for each definable feature of work (DFOW) in accordance with EM 385-1-1, Chapter 2-6. A DFOW is defined as any task, which is separate and distinct from other tasks, has separate control requirements, or is identified as different trades or disciplines. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

For a non-mandatory formatted outline of an AHA, see ENG Form 6206 (Activity Hazard Analysis)

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_Sep%202024%20-%20FINAL.pdf

d. Site Safety and Health Officer (SSHO) Requirements:

The Contractor shall employ a minimum of one person to function as a Level 3, SSHO. A Level 3 SSHO is a designated Qualified Person (QP) or Competent Person (CP) with Safety and Occupational Health (SOH) responsibility that meets the requirements of EM 385-1-1, Chapter 2-3. b and 2-4.b.

Level 3 SSHOs must have training, knowledge, and/or experience identifying hazards and implementing controls for the work being performed.

The SSHO shall be present at the project site and be responsible for overseeing the implementation of the Prime Contractor's SOH program. Contractor shall designate all SSHOs on a mandatory ENG Form 6282 (Site Safety and Health Officer Designation Letter): SITE SAFETY & HEALTH OFFICER (SSHO) DESIGNATION LETTER (army.mil)

e. First-Aid and CPR Personnel Requirements:

For shifts with multiple employees, provide at least two employees that are certified to administer First Aid and CPR. When employees work alone, they must be certified in First Aid and be provided an effective means of communication to call for assistance in the event of an emergency. Minimum First Aid and CPR qualifications are outlined in EM 385-1-1, Chapter 3-3.

f. Additional Personnel Requirements:

Other Competent Person (CP) or Qualified Persons (QP) may be required per EM 385-1-1 and/or other sections of this Scope of Work, based on the definable features of work for this project.

g. Accident Reporting:

All accidents and near misses shall be investigated by the Contractor and reported to the TPOC in accordance with EM 385-1-1, Table 2-1.

The mandatory ENG Form 3394 shall be completed and submitted to the TPOC within seven (7) days of an incident: https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_3394_2021Aug.pdf

h. Employee Exposure Data:

The Contractor shall electronically report total employee work hours (including subcontractors) to the TPOC by close of business on the 10th calendar day of the following month.

6. Pre-Work Conference

Prior to the start of any work, the TPOC will schedule and conduct a "Pre-Work Conference." The Contractor's Project Manager and Quality Control Personnel shall be physically present at this meeting. The Contractor shall directly oversee all work on

the project and the Project Manager and Quality Control Personnel shall have the authority to act on behalf of the Contractor. This conference will be held at the time and location agreeable to the Government and Contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the TPOC to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-Work Conference the Contractor shall provide the name of the project superintendent with a telephone number for project coordination.

The following is a general list of items for discussion during this pre-work conference:

i. Authority of the TPOC

ii. Contractor's Safety Program

iii. Activity Hazard Analysis

iv. Requirements for Safety Meetings (Documented on NED Form 251)

- v. Accident Reporting (ENG Form 3394)
- vi. Accident Exposure Hours - Reporting requirements
- vii. Contractor's Quality Control Plan
- viii. Communications and Correspondence Procedure
- ix. Administrative Procedures
- x. Invoice and payment

7. Permits

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable federal, state, county, and municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

8. Security

The Contractor will comply with all established security policies at Conant Brook Dam. Due to periods of heightened security that may affect access to the areas covered under this contract, areas may be subject to periodic closures, which in turn may reduce or inhibit the Contractor's ability to access certain areas. During periods of heightened security, the Government reserves the right, at any time, to close any property or portion of property and reschedule and/or cancel any subsequent service in an area. The Contractor shall be given at least 24-hour notice of any such closure.

9. Contractor Conduct

Alcohol and firearms are prohibited on project grounds. Contractor and employees must comply with CFR 36 Rules and Regulations.

10. Payment

The Contractor shall furnish the TPOC with one invoice per month. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, labor hours, and total amount due per line item. The invoice must also include the company letterhead, and this must match the data that is registered in the System for Award Management (SAM) registry. Payment shall be made monthly for the actual services performed at the applicable contract unit price.

NOTE: Final Payment may be held until the Contractor has returned any and all issued keys to the TPOC at the completion of work. All keys are required to be physically handed to the TPOC, or if mailed, the Contractor assumes all responsibility for loss (which may include the cost of rekeying the applicable project).

All invoices shall be mailed to:

U.S. Army Corps of Engineers

East Brimfield Lake

24 Riverview Avenue

Fiskdale, MA 01518

Or emailed to keith.w.beecher@usace.army.mil

B. TECHNICAL REQUIREMENTS

1. General

Provide all equipment, materials, labor, and transportation necessary to provide snow plowing and snow removal services. The services shall be performed at the Conant Brook Dam project as shown on attached map labeled Conant Brook Plowing Area. The services shall include storms that are "Less than 6-inches," "6-inches to 12-inches," "12-inches to 24-inches" and "Greater than 24-inches." Contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various services required herein.

2. Submittals

Although the Government reviews submissions required by this Performance Work Statement, it is emphasized that the Contractor's work must be completed using proper internal controls and review procedures. The Government reserves up to 7 days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall resubmit to the Government in acceptable form within 7 days of the Government's response, unless additional time is granted by the Government in writing.

The documents identified below must be prepared in accordance with the applicable standards, submitted to the TPOC for review and accepted by the Government.

a. Pre-work Submittals: Submitted within 14 days of contract award. Submittals must be accepted prior to the commencement of any field work.

i. ENG Form 6293 (Accident Prevention Plan Worksheet)

ii. Activity Hazard Analysis (AHA)

iii. ENG Form 6282 (Site Safety and Health Officer Designation Letter)

iv. First Aid/CPR Certifications

3. Equipment

The Contractor is required to have sufficient equipment to plow snow and open frozen locks. The equipment should be able to handle heavy snow loads from falling snow, ice, and rain, to drifted snow. The equipment should be able to broadcast the snow to avoid encroaching snowbanks. Equipment must be available and sized to remove snow accumulated from multiple storms along roadway and parking lot edges, and to place it beyond guardrails, posts, and bumpers so that vehicular access and parking capacity are maintained.

4. Site Access

The Contractor will be provided a key for access to the Conant Brook Dam project gates. If the Contractor is required to unlock and open a gate to plow, then the Contractor will be required to secure the gate when the plowing is completed unless project personnel are present. The Contractor may have to use a warming device to thaw frozen locks to gain access to areas in this contract. Upon the completion of this contract, the Contractor will return the key to TPOC or his designee before final payment is made.

5. Property Damage

In the event that property becomes damaged, it is the Contractor's responsibility to immediately notify the TPOC to report the damage. It will be the responsibility of the Contractor to coordinate with the TPOC an appropriate way to repair damaged property at no cost to the Government.

6. Service Description

a. Snow Plowing: The following services shall be performed as part of the snow plowing:

- i. Snow plowing will be required after accumulation of two (2) inches or more of snow, or upon notification by TPOC or his designee during normal business hours.
- ii. Snow will be pushed and stored in such a manner that parking areas and gates are not blocked.
- iii. The Contractor will make sure to safely push back all banks along roadways, parking lots and entry points to maintain access. All access roads shall be at a minimum of sixteen (16) feet in width.
- iv. Conant Brook Dam entry area and access road and must be accessible by 07:00 AM daily.
- v. In addition to morning plowing, plowing will also be performed on weekends, holidays, and after normal working hours during the week to maintain access during storm events.

b. Snow Removal: The following services shall be performed as part of the snow removal:

- i. Snow removal will only occur at the request of the TPOC or his designee.
 - ii. Snow removal will be required at all service locations included in this contract.
 - iii. Snow removal may occur when accumulated storms totals exceed 24 inches, or as deemed necessary by TPOC or his designee, to avoid hazardous conditions which restrict parking, reduce travel lanes, and prevent plowing of future snowfalls. Snow removal will require push back and/or removal of snow to completely reopen travel lanes, by pushing/lifting snow over guard rails.
- c. Storm Events: The scope of services included in this contract are based on the following snow accumulation totals:
- i. Less than 6-inches - Storm events that total less than six (6) inches.
 - ii. 6-inches to 12-inches - Storm events that total at least six (6) inches and up to (and including) twelve (12) inches.
 - iii. 12-inches to 24-inches - Storm events that total at least twelve (12) inches and up to (and including) twenty-four (24) inches.
 - iv. 24-inches and greater - Storm events that total in excess of twenty-four (24) inches.
 - v. Snowfall Totals - The National Weather Service NWS Weather Forecast Office - Boston /Taunton, MA will be used to determine storm snowfall totals for the Conant Brook Dam facility. In the event of a large storm, the Contractor may need to plow several times during the storm event to keep service areas open and accessible. However, the payment for the storm event activities will be based on snowfall totals.

7. Service Locations

- a. Conant Brook Dam entrance and access road is off Wales Road in Monson, Massachusetts, and must be accessible by 07:00 AM daily
- b. Conant Brook Dam entrance and access road area: approximately 34,000 square feet, 1,600 ft long

8. Estimated Quantities - The following table is the estimate for the required service including the location, service and storm event:

Task #	Service Description	Location	Qty

1	Less than 6-inch Snowfall: Plowing	Entrance and Access Road	8
2	6-inch to 12-inch Snowfall: Plowing	Entrance and Access Road	5
3	12-inch to 24-inch Snowfall: Plowing	Entrance and Access Road	3
4	24-inch and Greater Snowfall: Plowing	Entrance and Access Road	1
5	Snow Removal (On-Call)	Entrance and Access Road	1

*** END OF NARRATIVE 1 ***

Requirements

Snow Removal Services, Conant Brook Dam, Monson, MA

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed

price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____

Service Acceptor (DoDAAC) _____
Accept at Other DoDAAC _____
LPO DoDAAC _____
DCAA Auditor DoDAAC _____
Other DoDAAC(s) _____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

SECURITY REQUIREMENTS:

General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (eg., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures -this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clauses of this contract, should FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

WAGE DETERMINATION:

The Wage Determination for this project can be found at:

<https://sam.gov/wage-determination/2015-6113>

Wage Determination No.: 2015-6113

Modification No.: 5

Date: 13 August 2026

*** END OF NARRATIVE 1 ***

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in	2026-02		

Persons. (Deviation 2026-O0038)

52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02

52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
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DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		

252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.232-7010	Levies on Contract Payments.	2006-12		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01
252.247-7023	Transportation of Supplies by Sea.	2024-10		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02		

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

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

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it is, is not a small business concern under NAICS Code 561730 assigned to contract number W912WJ26PXXXX.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.]* The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The Contractor represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). ☐ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. ☐ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____ Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-42 Statement of Equivalent Rates 2014-05
for Federal Hires.

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

52.252-2 Clauses Incorporated by 1998-02
Reference.

Clauses Incorporated By Reference (Feb 1998)

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

<https://www.acquisition.gov/>

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Attachments

Attachments: Informational Map

*** END OF NARRATIVE 1 ***

Section K - Representations, Certification, & Other Statements

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-

REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

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

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05
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PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

INSTRUCTIONS TO VENDORS:

VENDORS SUBMITTING A QUOTE IN RESPONSE TO A SOLICITATION ARE RESPONSIBLE FOR ADHERING TO ALL INSTRUCTIONS AND TERMS AND CONDITIONS INCLUDED IN THE SOLICITATION. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE

INFORMATION:

1. This is a Request for Quotations (RFQ) in accordance with Federal Acquisition Regulation (FAR) Part 12.
2. The Government may perform a comparative evaluation (comparing quotations to each other) to select the contractor that is best suited and provides the best value, considering the evaluation factors in this solicitation.
3. Evaluation factors will be technical, price, and past performance. Failure to provide sufficient documentation for Government evaluation for these factors with quote submission shall result in a quote being deemed non-responsive.
4. All responsible sources may submit a quote which, if timely received, must be considered by the Agency.
5. The Government may request that a vendor respond to a Quote Verification after the solicitation closes, but prior to award. The vendor shall respond in sufficient detail to all questions or statements no later than the response date and time listed in the correspondence. Failure to do so will result in quotes being deemed non-responsive and removed from consideration. The Government is under no obligation to provide extensions for responses.
6. Information on previously awarded contract (if no information is listed the requirement is considered "new"):
 - a. Previous contract was awarded to: **Cooks Farm Orchard**
 - b. Previous contract awarded amount: **\$20,925**
 - c. Interested vendors are advised that scope may differ from previous contract
 - d. No additional information on previous contracts will be provided.

QUESTIONS REGARDING SOLICITATIONS:

1. Questions regarding the solicitation shall be directed to the Contract Specialist:

a. Name: Jennifer M. Samela

b. Phone: 978-318-8324

c. Email: Jennifer.M.Samela@usace.army.mil

2. Technical Points of Contact shall not provide responses to interested vendors.

QUOTE SUBMISSION:

1. Quotes shall be submitted via email to the Contract Specialist listed above no later than the closing date and time identified in the solicitation or subsequent amendments.

2. The Government is under no obligation to consider any quote received after the solicitation closing date or time.

3. Interested vendors shall submit signed copies of all material amendments (SF30) with their quotes. Failure to do so will result in quotes being deemed non-responsive and removed from consideration.

BID SCHEDULES:

1. If a Bid Schedule is included in the solicitation, vendors shall complete the bid schedule in its entirety (all tasks, all years).

2. Vendors shall enter \$0.00 on Bid Schedules in which items are Not Separately Priced (NSP) when Bid Schedules are required to be submitted in excel format. For Bid Schedules that are not required to be submitted in excel format, either \$0 or NSP shall be entered. Blank entries will not be considered and will result in quotes being deemed non-responsive.

3. Failure to complete the Bid Schedule in its entirety and return same with a quote will result in quotes being deemed non-responsive.

4. When Bid Schedules or Contract Line Item Numbers (CLINs) require unit pricing and total amounts, unit pricing shall govern in case of discrepancy between unit prices and total amounts.

SITE VISITS:

1. If dates/times for site visits are included in the solicitation, then interested vendors will be permitted to visit the site during those dates/times. No other dates/times will be permitted for site visits.

2. If no dates/times for site visits are included in the solicitation, then interested vendors shall contact the Technical Point of Contact as identified in the solicitation to schedule a site visit.

3. No site visits will be permitted AFTER a solicitation closes.

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATIONS:

1. In accordance with FAR Clause 52.204-7:

a. Vendors are REQUIRED to be registered in SAM when submitting a quotation and shall continue to be registered until time of award, during performance, and through final payment.

b. "Registered" in SAM means that the Government has marked the record "Active".

2. The Government will deem quotes non-responsive from vendors that do not have an active SAM at the time of quote submission or by date/time of solicitation closing.

3. Provide Unique Entity Identifier (UEI): _____

4. Provide CAGE code: _____

SUBMITTALS:

1. The awarded Contractor will be required to provide all submittals within the time stated in the solicitation and resultant contract. Failure to do so may result in termination.

*** END OF NARRATIVE 1 ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02		

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

<https://www.acquisition.gov/>

(End of provision)

52.252-5	Authorized Deviations in	2020-11		
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Provisions.

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

Evaluation--Commercial Products and Commercial Services Revolutionary Federal Acquisition Regulation (RFO) Part 12

1. Addendum. The Government may perform a comparative evaluation (comparing quotes to each other) to select the contractor that is best suited and can perform work at a fair and reasonable price, considering the evaluation factors in this solicitation.

a. Potential vendors are notified that the evaluation factors shall be technical, price, and past performance.

b. By submission of its quote, the vendor agrees to comply with all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors.

2. Evaluation factors. The Government will award a Purchase Order resulting from this solicitation to the responsible vendor whose quotation conforms to the solicitation and is most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate quotes:

a. Technical

b. Price

c. Past Performance

3. Options (if applicable). The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

4. Evaluation process.

a. Step 1 - Evaluate all quotes for responsiveness and reject quotes not considered responsive.

b. Step 2 - The Government may perform a comparative evaluation of all quotes deemed responsive.

c. Step 3 - Contracting Officer will follow award process.

A. Action/Step-1 (Responsiveness).

i. Initially, the Government will verify the quote is signed, via SF 1449, block 30a and signed copies of all material amendments have been submitted. If the SF1449 is signed and signed copies of material amendments have been included, the evaluation will continue. If the SF 1449 block 30a is

not completed, and/or material amendments not signed and returned, the quote will be determined non-responsive, and quote will be eliminated from any further evaluation.

ii. Government will then verify vendor's quote has fully provided all requirements stated above in Section L. If the quote schedule is not completed, the quote will be determined non-responsive, and quote will be eliminated from any further evaluation.

iii. Government will then verify quoter's Technical factors information requested in the Solicitation Survey is fully provided. Per solicitation requirements, if the survey included with the solicitation documents is not completed, the quote will be determined non-responsive, and quote will be eliminated from any further evaluation.

iv. If quoter is found to be responsive from information provided the evaluation will continue to the next Action/Step (Review Technical Factors Information).

B. Action/Step 2 (Review Technical Factors Information).

i. Government will review key personnel, subcontractor teaming arrangements, documents, and certifications as they relate to the solicitation. Subcontractor teaming arrangements shall be considered a confirmation from a subcontractor that they agree to perform the work required by the solicitation in conjunction with the prime contractor.

C. Action/Step-3 (Price Evaluation).

i. The Government shall rank all responsive quotes from the lowest price to the highest price received, including any options if applicable.

ii. Only firm fixed price quotes will be evaluated. A quote using a sliding price scale or subject to escalation based on any contingency will not be accepted and will be considered non-conforming to this solicitation.

iii. A quoter's pricing will be determined by multiplying any quantities identified in the pricing schedule by the proposed unit price for each task or line item to confirm the extended amount for each. The price evaluation will document reasonableness and affordability of the total evaluated price.

iv. Quoter's shall insert proposed unit and extended totals for each task or line item as required. Any quote that fails to cite a price for each item or fails to make an entry that indicates service will not be provided for an Item will be rejected as non-conforming to this solicitation. Quotes that fail to price all items or indicate that the amount is \$0 or Not Separately Priced (NSP) will be rejected as nonconforming to this solicitation.

v. After final price ranking is complete the Contracting Officer will continue to the next Action/Step (Award Process).

D. Action /Step 4 (Past Performance).

- i. The Government shall review the past performance as listed in the survey. The Contractor shall be able to demonstrate successful performance of previous contracts. Contracts shall be within the past three years. Relevant past performance shall be rated higher than non-relevant performance. Relevant means the performance being considered must have a logical connection to the work described in the solicitation.
- ii. Vendors that list do not list past performance, or have no past performance, as indicated by a blank Past Performance section on the survey may be rated as "neutral" for this factor.
- iii. Vendors whose System for Award Management (SAM) registration includes a Responsibility /Qualification record due to termination for cause or default, or administrative agreement, may be determined unacceptable and quote may be eliminated from any further evaluation. The Government will consider information provided by the vendor on the termination or failure to perform; however, the Government retains the ability to remove a vendor from consideration.
- iv. Only past performance of the prime contractor shall be considered. Past performance of subcontractors shall not be considered unless a teaming arrangement is submitted in response to the Request for Quotation.

E. Action/Step-4 (Award Process).

- i. The Contracting Officer may conduct a comparative evaluation of all responsive quotes. A Purchase Order will be awarded to the vendor that submitted the most advantageous, responsive quote that includes fair and reasonable pricing, and who is considered technically capable of performing the work as required by the solicitation.
- ii. Quoters are cautioned to submit sufficient information for evaluation. Communication conducted to resolve minor or clerical errors would not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for quote revisions.
- iii. The Government intends to award a contract without discussions with respective quoters. The Government, however, reserves the right to conduct discussions if deemed in its best interest.

*** END OF NARRATIVE 1 ***

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation) (Tailored)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation)

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

Technical

Price

Past Performance

(b) Options (if applicable). The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(End of provision)