

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0044004558	PAGE OF 1 60		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 140A0725Q0009	6. SOLICITATION ISSUE DATE 06/04/2025		
7. FOR SOLICITATION INFORMATION CALL: ►		a. NAME Teihahniethuh McCargo		b. TELEPHONE NUMBER (918) 614-1655	8. OFFER DUE DATE/LOCAL TIME 06/16/2025 1700 CD		
9. ISSUED BY		CODE A08	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561710 SIZE STANDARD: \$17.5				
BIA EORO 00008 3100 WEST PEAK BOULEVARD Contracting Office Muskegee OK 74402							
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS					
		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)			13b. RATING		
					14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)		
15. DELIVER TO		CODE 0011284795	16. ADMINISTERED BY See Schedule				
BIA/SWRO UTE MOUNTAIN UTE AGENCY 1346 Spruce Street P.O. BOX KK TOWAOC CO 81334							
17a. CONTRACTOR/ OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY				
		FACILITY CODE					
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	ADMINISTERED BY: DOI, BIA SWRO Contracting Office 1001 INDIAN SCHOOL RD NW BIA BUILDING 1 Albuquerque NM 87104 Pest Control Services Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Teihahniethuh McCargo			31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00020	Weed Control Services				
10001	Pest Control Services - Option Year 1 (Option Line Item)				
10002	Weed Control Services - Option Year 1 (Option Line Item)				
20001	Pest Control Services - Option Year 2 (Option Line Item)				
20002	Weed Control Services - Option Year 2 (Option Line Item)				
Continued ...					

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

140A0725Q0009

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OF

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
30001	Pest Control Services - Option Year 3 (Option Line Item)				
30002	Weed Control Services - Option Year 3 (Option Line Item)				
40001	Pest Control Services - Option Year 4 (Option Line Item)				
40002	Weed Control Services - Option Year 4 (Option Line Item)				
	This will be a Firm-Fixed-Price award.				

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SECTION 1 INTRODUCTION

1.1 GENERAL

This is a combined synopsis/solicitation for Commercial Products or Services prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6 - Streamlined Procedures for Evaluation and Solicitation for Commercial Products and Commercial Services, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2025-03 January 17, 2025, Civilian Agency Acquisition Council (CAAC) Letter 2025-02 issued February 18, 2025, and Department of the Interior Acquisition, Arts, and Asset Policy (DOI-AAAP) 0210 v01.

1.2 AWARD TYPE

The Government contemplates awarding a Firm-Fixed-Price (FFP) Contract.

1.3 SET ASIDE

This requirement is 100% set-aside for Indian Small Business Economic Enterprise (ISBEE).

1.4 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

NAICS Code: 561710 Exterminating and Pest Control Services

Small Business Size Standard: \$17.5M

1.5 ANTICIPATED PERIOD OF PERFORMANCE

Base Year: TBA

Option Year 1: TBA

Option Year 2: TBA

Option Year 3: TBA

Option Year 4: TBA

1.6 PERFORMANCE LOCATION

The performance location for this effort will be the BIA Ute Mountain Ute Agency and Office of Justice Services (OJS) Towaoc, CO.

1.7 POINT OF CONTACT

POC: TBA

Phone: TBA

Email: TBA

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SECTION 2 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

See Attachment 1: Statement of Work (SOW)

2.2 LINE ITEMS

See Schedule

SECTION 3 GENERAL ORDER TERMS AND CONDITIONS

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

3.1 FAR AND DIAR CLAUSES

The following Federal Acquisition Regulations (FAR) and Department of the Interior Acquisition Regulation (DIAR) Clauses are applicable to this requirement:

FAR 52.252-2 – Clauses Incorporated by Reference (FEB 1998)

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

- FAR Clauses: <https://www.acquisition.gov/browse/index/far>
- DIAR Clauses: <https://www.acquisition.gov/diar>

Clause	Title	Date
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-30	Federal Acquisition Supply Chain Security Act Orders—Prohibition	DEC 2023
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services	NOV 2023
52.223-6	Drug-Free Workplace	MAY 2001
52.232-17	Interest	MAR 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021

1452.280-2	Notice of Indian Economic Enterprise set-aside	FEB 2021
1452.280-3	Indian Economic Enterprise Subcontracting Limitations	FEB 2021

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JAN 2025) (Deviation FEB 2025)

(a) The Contractor *shall* comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to *acquisitions of commercial products and commercial services*:

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- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (2) [52.204-23](#), Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
 - (3) [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (4) [52.209-10](#), Prohibition on *Contracting* with Inverted Domestic Corporations (Nov 2015).
 - (5) [52.232-40](#), Providing Accelerated Payments to *Small Business Subcontractors* (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
 - (6) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (7) [52.233-4](#), Applicable Law for Breach of Contract *Claim* (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor *shall* comply with the FAR clauses in this paragraph (b) that the *Contracting Officer* has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to *acquisitions of commercial products and commercial services*:
- [Contracting Officer check as appropriate.]*
- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and [10 U.S.C. 4655](#)).
 - (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
 - (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
 - x (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

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

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- __ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- __ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- x (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- __ (10) [52.204-28](#), Federal *Acquisition* Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide *Acquisition* Contracts, and Multi-Agency Contracts. (Dec 2023) ([Pub. L. 115-390](#), title II).
- x (11)(i) [52.204-30](#), Federal *Acquisition* Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).
 - __ (ii) *Alternate I* (Dec 2023) of [52.204-30](#).
- x (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for *Debarment*, or Voluntarily Excluded. (Jan 2025) ([31 U.S.C. 6101 note](#)).
- __ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- __ (14) [Reserved].
- __ (15) [52.219-3](#), Notice of *HUBZone* Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).
- __ (16) [52.219-4](#), Notice of Price Evaluation Preference for *HUBZone* Small Business Concerns (Oct 2022) (if the *offeror* elects to waive the preference, it *shall* so indicate in its *offer*) (15 U.S.C. 657a).
- __ (17) [Reserved]
- __ (18)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - __ (ii) *Alternate I* (Mar 2020) of [52.219-6](#).
- __ (19)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - __ (ii) *Alternate I* (Mar 2020) of [52.219-7](#).
- __ (20) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

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- __ (21)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2025) ([15 U.S.C. 637\(d\)\(4\)](#)).
 - __ (ii) *Alternate I* (Nov 2016) of [52.219-9](#).
 - __ (iii) *Alternate II* (Nov 2016) of [52.219-9](#).
 - __ (iv) *Alternate III* (Jun 2020) of [52.219-9](#).
 - __ (v) *Alternate IV* (Jan 2025) of [52.219-9](#).
- __ (22)(i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
 - __ (ii) *Alternate I* (Mar 2020) of [52.219-13](#).
- __ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- __ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- x (26)(i) [52.219-28](#), Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
 - __ (ii) *Alternate I* (Mar 2020) of [52.219-28](#).
- __ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged *Women-Owned Small Business Concerns* (Oct 2022) (15 U.S.C. 637(m)).
- __ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- __ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- x (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- x (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2025) ([E.O. 13126](#)).
- x (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

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x (34)(i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

__ (ii) *Alternate I* (Feb 1999) of [52.222-26](#).

__ (35)(i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

__ (ii) *Alternate I* (Jul 2014) of [52.222-35](#).

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

__ (ii) *Alternate I* (Jul 2014) of [52.222-36](#).

__ (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

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

x (39)(i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

x (46) [52.223-23](#), *Sustainable Products and Services* (May 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671l](#)).

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- __ (47)(i) [52.224-3](#) Privacy Training (Jan 2017) ([5 U.S.C. 552](#) a).
 - __ (ii) *Alternate I* (Jan 2017) of [52.224-3](#).
- __ (48)(i) [52.225-1](#), Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
 - __ (ii) *Alternate I* (Oct 2022) of [52.225-1](#).
- x (49)(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - __ (ii) *Alternate I* [Reserved].
 - __ (iii) *Alternate II* (Jan 2025) of [52.225-3](#).
 - __ (iv) *Alternate III* (Feb 2024) of [52.225-3](#).
 - __ (v) *Alternate IV* (Oct 2022) of [52.225-3](#).
- __ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).
- x (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the *United States* (Oct 2016) (Section 862, as amended, of the *National Defense Authorization Act for Fiscal Year 2008*; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- __ (53) [52.226-4](#), Notice of Disaster or *Emergency Area Set-Aside* (Nov 2007) (42 U.S.C. 5150).
- __ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or *Emergency Area* (Nov 2007) (42 U.S.C. 5150).
- x (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*May 2024*) ([E.O. 13513](#)).
- __ (56) [52.229-12](#), Tax on Certain Foreign *Procurements* (Feb 2021).
- __ (57) [52.232-29](#), Terms for Financing of Purchases of *Commercial Products* and *Commercial Services* (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- __ (58) [52.232-30](#), Installment Payments for *Commercial Products* and *Commercial Services* (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).

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- x (59) [52.232-33](#), Payment by *Electronic Funds Transfer-System for Award Management* (Oct2018) ([31 U.S.C. 3332](#)).
- __ (60) [52.232-34](#), Payment by *Electronic Funds Transfer-Other than System for Award Management* (Jul 2013) (31 U.S.C. 3332).
- __ (61) [52.232-36](#), Payment by Third Party (*May* 2014) (31 U.S.C. 3332).
- __ (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- x (63) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).
- __ (64) [52.242-5](#), Payments to *Small Business Subcontractors* (Jan 2017) (15 U.S.C. 637(d)(13)).
- __ (65)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631).
 - __ (ii) *Alternate I* (Apr 2003) of [52.247-64](#).
 - __ (iii) *Alternate II* (Nov 2021) of [52.247-64](#).
- (c) The Contractor *shall* comply with the FAR clauses in this paragraph (c), applicable to *commercial services*, that the *Contracting Officer* has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to *acquisitions of commercial products and commercial services*:

[Contracting Officer check as appropriate.]

 - __ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
 - __ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May* 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - __ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and *Option Contracts*) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - __ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May* 2014) ([29U.S.C.206](#) and 41 U.S.C. chapter 67).
 - __ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

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

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

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- (iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iv) [52.204-23](#), Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (v) [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii)(A) 52.204–30, Federal *Acquisition* Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115–390](#), title II).
- (B) *Alternate I* (Dec 2023) of 52.204–30.
- (viii) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that *offer* further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor *must* include [52.219-8](#) in lower tier subcontracts that *offer* subcontracting opportunities.
- (ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (x) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- (xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xvi)(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
- (B) *Alternate I* (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

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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 7 calendar days.

(End of Clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days from expiration; 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 5 years.

(End of Clause)

FAR 52.252-6 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 Department of the Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

3.2 CUSTOM CLAUSES

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

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Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Invoice Contents:

- Invoices will be paid upon approval and acceptance by the Government COR.
Invoices must include, as a minimum, the following information:
 1. Order Number
 2. Item number of deliverable
 3. Description of deliverable
 4. Price of deliverable
 5. Quantity of deliverable
 6. Date deliverable was provided to the Government for inspection
 7. Serial number/part number if applicable
- The Contractor is responsible for ensuring invoices submitted are accurate and complete
- Additional supporting documentation MAY BE REQUESTED at the discretion of the COR
- **Final Invoice**

Within sixty calendar days of product acceptance and/or completion of services:

- a. The Contractor shall submit a final invoice, designated as such by a clear statement of “FINAL INVOICE” on the face of the invoice document.
- b. The Contractor shall provide a certificate of completion which certifies all goods and service have been provided as required by this award.
- c. The Contractor shall provide a release of claims against the government for any further payment under this award.
- The sixty-calendar day submission timeframe shall not be extended without written authorization from the Contracting Officer. In the event items a, b, or c above are not submitted within the authorized timeframe, the Contracting Officer will make final cost determinations in order to make final payment and close out the contract unilaterally.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Custom Clause)

Notice Regarding Late Delivery / Delayed Performance

The Contractor will immediately notify the Contracting Officer in writing in the event the Contractor encounters difficulty in performance by giving pertinent details, including the date by which it expects to complete performance or make delivery. However, the notification will be informal only in character and will not be construed as a waiver by the Government of any contractual delivery schedule or date, or any rights or remedies provided by law or under this effort.

(End of Custom Clause)

3.3 INDIAN AFFAIRS CUSTOM CLAUSE(S)

Notification of Contract Expiration (October 2023)

The Contractor shall notify the IA COR/Technical POC and IA Contract Specialist and/or Contracting Officer in writing no later than 90 calendar days prior to the Period of Performance (POP) end date for all service contracts. This includes the final POP when there are no remaining options.

This notification shall be transmitted via email and include the following information:

- Contract number
- Contract title/description
- Current POP (Base, Option Year 1, etc.)
- Current POP end date
- List of remaining options available, if any, with pricing
- Contractor POC and phone number/email address
- Brief contractor assessment of their performance during the current POP, with documentation of any performance issues and resulting resolution.

Failure to provide this notification may result in adverse reporting within the Contractor Performance Assessment Reporting System (CPARS). In addition, the Government may decline to exercise any remaining options available.

(End of Clause)

3.4 FAR AND DIAR PROVISIONS

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph

identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

- FAR Clauses: <https://www.acquisition.gov/browse/index/far>
- DIAR Clauses: <https://www.acquisition.gov/diar>

Provision	Title	Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-20	Predecessor of Offer	AUG 2020
52.204-22	Alternative Line-Item Proposal	JAN 2017
52.204-29	Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures	DEC 2023
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	SEP 2023
52.222-22	Previous Contracts and Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	JUN 2020

1452.280-1	Notice of Indian Small Business Economic Enterprise set-aside	FEB 2021
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FAR 52.201-1 Acquisition 360: Voluntary Survey (SEP 2023)

(a) All actual and potential offerors are encouraged to provide feedback on the preaward and debriefing processes, as applicable. Feedback may be provided to agencies up to 45 days after award. The feedback is anonymous, unless the participant self-identifies in the survey. Actual and potential offerors can participate in the survey by selecting the following link:
<https://www.acquisition.gov/360>.

(b) The Contracting Officer will not review the information provided until after contract award and will not consider it in the award decision. The survey is voluntary and does not convey any protections, rights, or grounds for protest. It creates a way for actual and potential offerors to provide the Government constructive feedback about the preaward and debriefing processes, as applicable, used for a specific acquisition.

(End of Provision)

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (d) Representation. The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

- (e) Disclosures.
- (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
- (i) For covered equipment—
 - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

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

- (a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (c) (1) Representation. The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

FAR 52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (DEC 2023)

- (a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
- (b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
- (c) Procedures. (1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM) (<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).
(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

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(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description;
- (7) Reason why the applicable covered article or the product or service is being provided or used;

(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of Provision)

FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (NOV 2015)

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted

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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.

(c) Representation. The Offeror represents that–

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

(End of Provision)

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

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

(End of Provision)

FAR 52.212-2 -- Evaluation-Commercial Products and Commercial Services (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the

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Government, price and other factors considered. The following factors shall be used to evaluate offers:

Lowest Price - Technically Acceptable. Technically unacceptable quotes will NOT be considered for award.

- (b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

FAR 52.212-3 Offeror Representations and Certifications - Commercial Products and Commercial Services (MAY 2024) (Deviation FEB 2025)

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

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

Covered telecommunications equipment or services has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not *offer* himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural *Supplies*;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal *Products*, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry *Products*;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). *Restricted business operations* do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. “*Sensitive technology*”—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

- (1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

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

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

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

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

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

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

Small business concern—

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another *subsidiary* of a parent corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.*

(1) *Small business concern.* The *offeror* represents as part of its *offer* that—

(i) It is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The *offeror* represents as part of its *offer* that it is, is not a veteran-owned small business concern.

(3) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The *offeror* represents that it is, is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The *offeror* represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented*

itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a small disadvantaged business concern as defined in [13 CFR 124.1001](#).

(6) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____].

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

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

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

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

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

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

(ii) It is, is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each

party to the joint venture: _____.] Each *HUBZone small business concern* participating in the *HUBZone* joint venture *shall* provide representation of its *HUBZone* status.

(d) Representations required to implement provisions of Executive 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 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its *offer*, the *offeror* certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the *offeror* with respect to this contract, the *offeror shall* complete and submit, with its *offer*, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The *offeror* need not report regularly employed officers or employees of the *offeror* to whom payments of reasonable compensation were made.

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

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

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

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

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

(2) Foreign *End Products*:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(3) Domestic *end products* containing a critical *component*:

Line Item No. ____

[List as necessary]

(4) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

(g)(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this *solicitation*.)

(i)(A) The *Offeror* certifies that each *end product*, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic *end product* listed in paragraph (g)(1)(iv) of this provision contains a critical *component*.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian *end product*," "commercially available off-the-shelf (COTS) item," "critical *component*," "domestic end product," "*end product*," "foreign *end product*," "Free Trade Agreement country," "Free Trade Agreement country *end product*," "Israeli *end product*," and "United States" are defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The *Offeror* certifies that the following *supplies* are Free Trade Agreement country *end products* (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian *end products*) or Israeli *end products* as defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country *End Products* (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian *End Products*) or Israeli *End Products*:

Line Item No.	Country of Origin

[List as necessary]

(iii) The *Offeror shall* list those *supplies* that are foreign *end products* (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The *Offeror shall* list as other foreign *end products* those *end products* manufactured in the *United States* that do not qualify as domestic *end products*. For those foreign *end products* that do not consist wholly or predominantly of iron or steel or a combination of both, the *Offeror shall* also indicate whether these foreign *end products* exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(iv) The *Offeror shall* list the *line item numbers* of domestic *end products* that contain a critical *component* (see FAR [25.105](#)).

Line Item No. _____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If *Alternate II* to the clause at FAR [52.225-3](#) is included in this *solicitation*, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The *offeror* certifies that the following *supplies* are Israeli *end products* as defined in the clause of this *solicitation* entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.*

If *Alternate III* to the clause at [52.225-3](#) is included in this *solicitation*, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

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

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

Korean *End Products* or Israeli *End Products*:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

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

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

(ii) *The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.*

The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

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- Offeror* is an agency or instrumentality of a foreign government;
- Offeror* is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror* is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

(i) It is, is not an inverted domestic corporation; and

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(ii) It is, is not a *subsidiary* of an *inverted domestic corporation*.

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

(1) The *offeror shall* e-mail questions concerning *sensitive technology* to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its *offer*, the *offeror*-

(i) Represents, to the best of its knowledge and belief, that the *offeror* does not export any *sensitive technology* to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the *offeror*, or any person owned or controlled by the *offeror*, does not engage in any activities for which sanctions *may* be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the *offeror*, and any person owned or controlled by the *offeror*, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2](#)(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or *affiliates*, the property and interests in property of which are blocked pursuant to the International *Emergency Economic Powers Act* (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

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

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

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

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

(2) The *Offeror* represents that—

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

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

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

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

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

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

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all *solicitations* that require *offerors* to register in SAM ([12.301\(d\)\(1\)](#)).

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

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

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

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

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

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

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

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

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

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The *Offeror* represents that—

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered *products* or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of Provision)

FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Provision)

DIAR 1452.233-2 Service of Protest Department of the Interior (JUL 1996) (Deviation)

(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 Competition Advocate (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Bryan Harden, Competition Advocate
Email: Bryan.Harden@bia.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.

(c) A copy of the protest served on the Competition Advocate shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW, Room 6511, Washington, DC 20240.”

(End of Provision)

DIAR 1452.280-4 -- Indian Economic Enterprise Representation (FEB 2021)

(a) The offeror represents as part of its offer that it [] does [] does not meet the definition of Indian Economic Enterprise (IEE) as defined in DIAR 1480.201 and that it intends to meet the definition of an IEE throughout the performance of the contract. The offeror must notify the Contracting Officer immediately in writing if there is any ownership change affecting compliance with this representation.

(b) Any false or misleading information submitted by an enterprise when submitting an offer in consideration for an award set aside under the Buy Indian Act is a violation of the law punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

(End of Provision)

SECTION 4 INSTRUCTIONS TO QUOTERS**4.1 QUOTATION DUE DATE & TIME**

MUST be received on or before the date and time specified on the SF-1449.

NOTE: It is the offeror's responsibility to ensure/verify that the government received their submission on or before the time specified. If the quote is not received by the government on or before the date and time specified, the offeror's submission will be considered late.

The addressed designated for receipt of quotes is:

Attn: Teihahniethuh McCargo, Contracting Officer

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Email: Teihahniethuh.McCargo@bia.gov

The subject line of the email must be as follows and include the RFQ number:
“Company Name Quote in Response to 140A0725Q0009”

If within 24 hours after quote submission an offeror does not receive confirmation that their quote was received, it is the offeror's responsibility to confirm that their quote is received by the designated recipient listed above. Confirmation should come directly from the designated recipient.

4.2 QUOTATION CONTENTS

In order to participate under this acquisition all interested parties must submit a quote in accordance with the Terms and Conditions stated herein.

The submission must include the following information:

Company Information:

- Unique Entity ID
- Complete Business Mailing Address
- Contact Name, Phone Number & Email Address
- RFQ Number
- Quote Number
- Quote Date
- Pricing

When submitting a quote in response to this solicitation, the quoter shall include a signed and completed copy of the IEE Representation Form attached to this solicitation. Failure to submit a complete and signed form may result in the quoter being disqualified from the competition and ineligible for contract award.

Price Quote: Pricing shall be in Firm Fixed-Price (FFP) format for the Offeror's quoted solution to meet the needs of the requirement. Quoted price must address all elements of the Line-Item Specifications.

4.3 CONTRACTOR INQUIRIES

Any questions related to this requirement must be submitted to the email listed in Section 4.1 above no later than 5:00 PM CST, Tuesday, June 10, 2025.

SECTION 5 ATTACHMENTS

1. SOW
2. Map & Floor Plans
3. IEE Representation Form

END

**United States Department of the Interior
Bureau of Indian Affairs
Southwest Regional Office
Ute Mountain Ute Agency**

Contractor shall provide Pest Control and Weed Services for (6) buildings 102, 106, 107, 1342, 1344, and 1346.

DIVISION I – GENERAL REQUIREMENTS

SECTION 01010 – SUMMARY OF WORK/SPECIAL REQUIREMENTS

PART I - GENERAL

1.01 Work covered by Contract Documents/Requirements Include:

The Contractor shall furnish all equipment, materials, labor, supervision, and performance of work as shown and as specified in the submittals, specifications, and provision of this contract to the Bureau of Indian Affairs (BIA), Ute Mountain Ute Agency, Towaoc, Colorado for Pest Control and Weed Services.

1.02 Contractor Tasks

A. Pest Control

Building site map specifies locations

	Outside LF	Inside LF	Doorway LF	Window LF	Total LF
1. Structure 1342	182	280	34	74	570
2. Structure 1344	182	280	34	74	570
3. Structure 1346	182	280	34	74	570
4. Structure 102	430	1364	68	165	1959
5. Structure 107	1600	3134	400	0	5134
6. Structure 106	186	270	17	60	533
					Estimated LF 9336

The following is required for Contractor to provide monthly Pest Control Services to prevent and control a wide variety of arthropod and vertebrate pests, including but not limited to cockroaches, termites, ants, fleas, stored product pests, mosquitos, mites, wasps, hornets, centipedes, bees, spiders, moths, mice, rats, etc. to all interior and exteriors of buildings indicated. All pesticides used require a Safety Data Sheet for type of chemical used in pesticide applications and type of rodent, mouse traps used. Description of work listed is intended to indicate nature of work required and are not necessarily in sequential order:

Schedule Installation and Related Work:

1. Review Statement of Work (SOW), site maps, building floor plans, and the interior and exterior of all buildings.
2. Provide copies of Safety Data Sheets to Point of Contact (POC).

3. Visual inspection of the property's current building pest issues, both interior and exterior before application. Check with Point of Contact (POC) as needed for various pest issues.
4. Check with Point of Contact (POC) some buildings are sensitive, secure and food preparation areas and require an escort by Point of Contact (POC). Please call Point of Contact (POC) ahead of time to make arrangement to enter these areas.
5. Check with Point of Contact (POC) who will interview current property owners, operators, occupants as needed to allergic reactions to type of chemicals used for spraying or applications at interior of buildings.
6. When all pest control applications (spray/liquids, solids, traps, etc.) are completed for each building monthly, a report will be provided to the Point of Contact (POC).
7. Contractor shall be required to make arrangement to remove/dispose of all/any debris, used for pest and rodent control, at every interval of pest control services, debris and solid waste will be disposed of per Statement of Work.
8. Contractor shall notify the Point of Contact (POC) of any potential unsafe conditions at any buildings found during pest control services in a detail report.

B. Weed Control

Location map specifies areas

1. West 1.5 Acres
2. South 1.5 Acres

Total 3 Acres

Professional Weed Control for approximately 3 acres of land located to the west and south of 107 Spruce Street. The area requires thorough treatment to manage unwanted vegetation and maintain a clean, well-kept appearance. Please ensure all treatments are effective and appropriate for the area.

Schedule Installation and Related Work:

1. Review contract, location map, and areas of acres.
2. Provide copies of Safety Data Sheets to Point of Contact (POC) before 1st application; and before a new product will be used.
3. Provide report to Point of Contact (POC) the day of application.

C. Disposal of Materials

The Contractor shall be responsible for the disposal of all excess trapping compartments and debris materials in accordance with the Environmental Protection Agency (EPA) Regulations.

Dumping is NOT permitted within the Ute Mountain Ute Tribe Reservation boundary; thus, all excess material, waste debris, must be transported off the Ute Mountain Ute Tribal lands.

Nearest suggested landfill location is Crouch Mesa Landfill (San Juan County) or landfill approved by Contractor. Records may be requested by the Point of Contact (POC), if needed, and must be provided within 7 days of request.

1.03 Contractor Use of Premises

General: All Bureau of Indian Affairs buildings are sensitive and frequently visited facilities by the public. The Contractor shall limit the use of the premises to unauthorized areas and only in areas indicated, to allow for owner occupancy and use by the public.

1. Confine operations to areas within SOW indicated. Portions of the site beyond areas in which owners designated operations are indicated as not to be disturbed.
2. Keep driveways and entrances serving the premises clear and available to the local BIA Employee and public always.
3. At the close of each workday and at the end of the contract, the Contractor shall remove all work equipment and tools from the area.
4. All Contractor-owned equipment, vehicles and materials/supplies shall be removed from the BIA premises after monthly services.

1.04 Special Requirements

- A. The Contractor shall be licensed in accordance with Colorado State and employ only skilled, trained workmen familiar with the services required.
- B. An inspection shall be performed by the Point of Contact (POC) when the Contractor states in writing the work has been completed in accordance with the terms of the contract and desires an inspection prior to leaving site after any services provided.

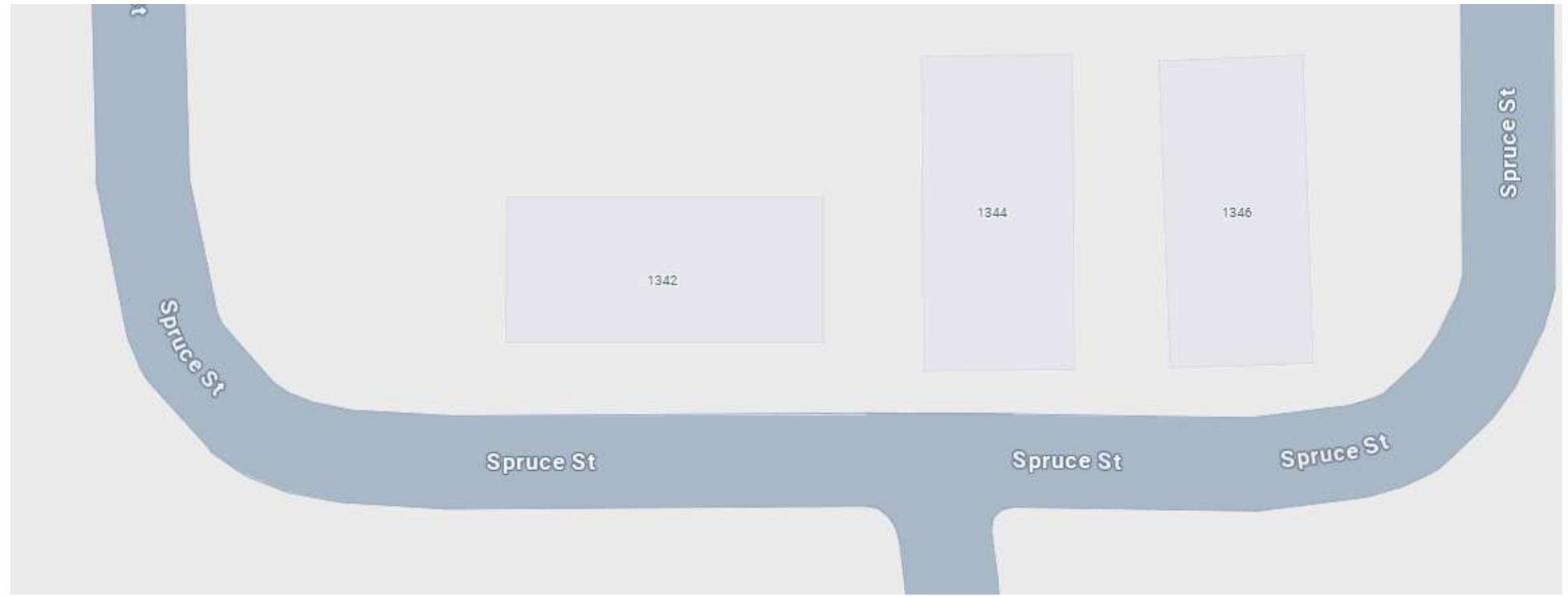
1.05 Equivalent and Substitutions: Type of pesticide and weed control brand and traps equipment and manufactures name are neither recommended nor endorsed by the Bureau of Indian Affairs. The Contractor shall verify that services materials involved correspond with requirements and are both available and suitable for the applications indicated.

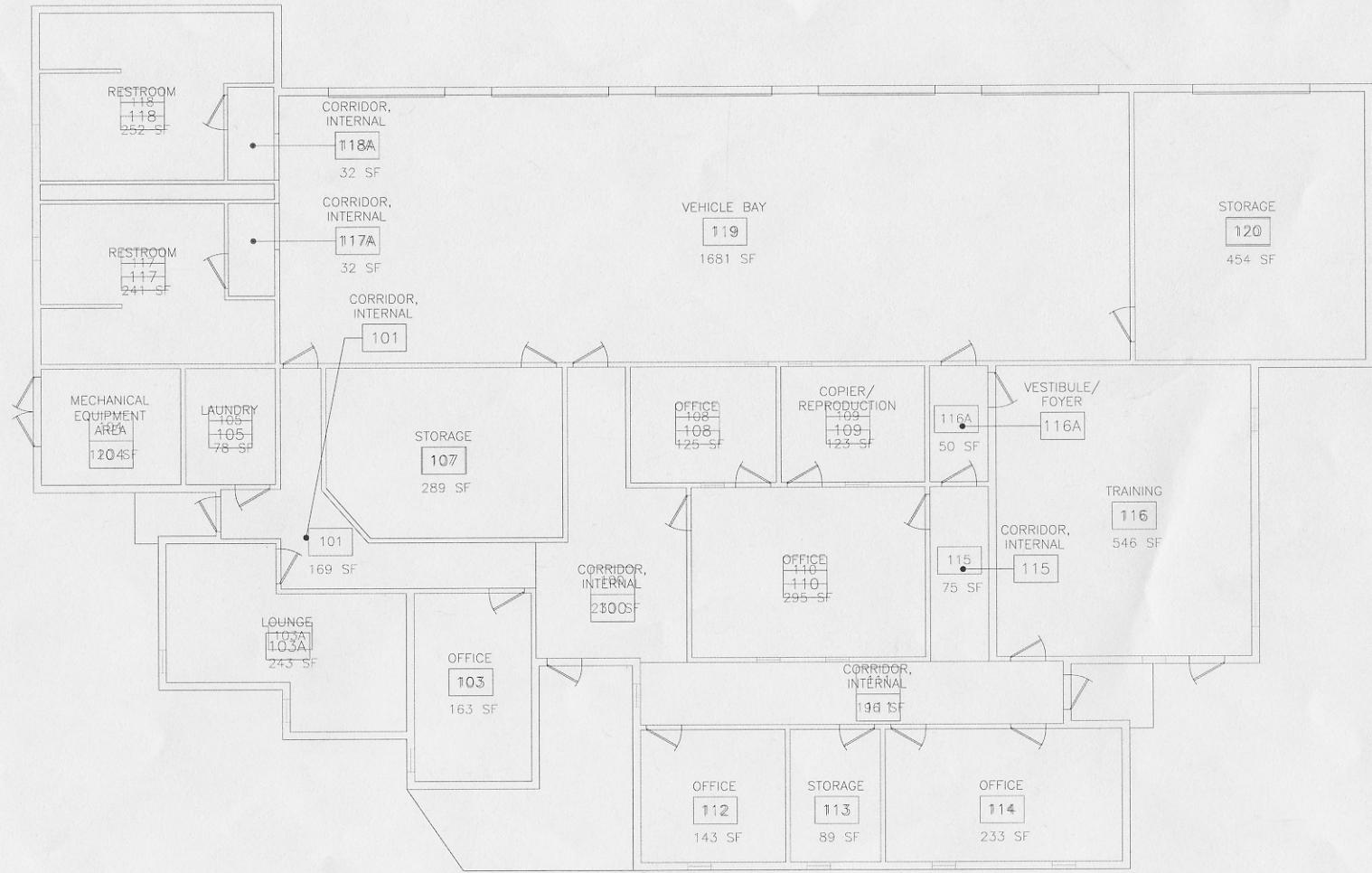
Google Maps



Imagery ©2025 Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2025 50 ft

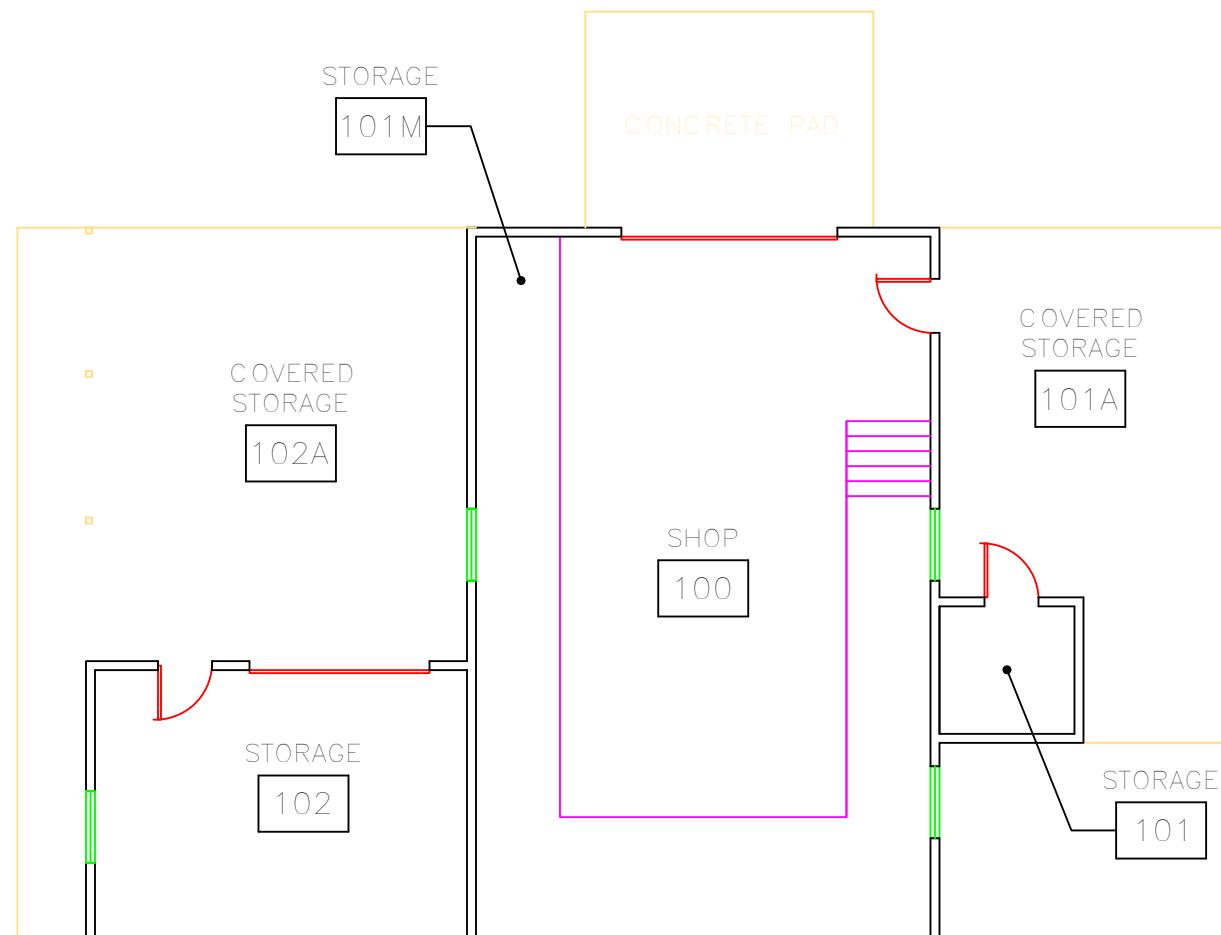
Designated weed control areas. Approximately 3 acres.





Floor Plan 102

Floor Plan 106



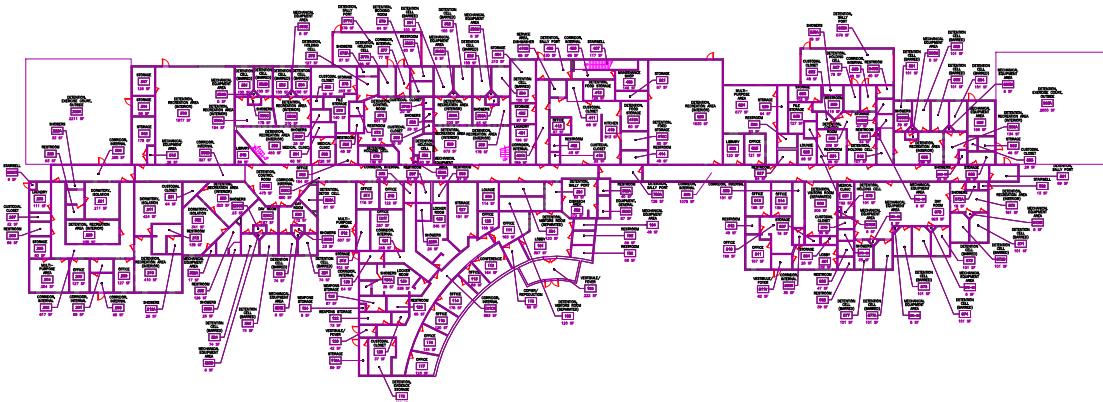
General Notes	
Reviewed No Changes	06/30/2015
4tell Solutions, LLC	

1410 SF
UTE MOUNTAIN AGENCY
HEADQUARTERS
GARAGE
LOCATION #M45-01
BUILDING #106
UTE MOUNTAIN AGENCY

Bureau of Indian Affairs
Office of Facilities Management
&
Construction (OFMC)
Division of Operations & Maintenance
1001 Indian School Road NW
Albuquerque, NM 87104



Project: FLOOR PLAN Sheet: 1 OF 1
Date: 06/30/2015
Scale: 3/32" = 1'-0"



Floor Plan 107



General Notes

47521 SF

CHIEF IGNACIO JUSTICE CENTER
DETENTION CENTER, ADULT/JUVENILE
LOCATION #M454-02
BUILDING #107
FIRST FLOOR

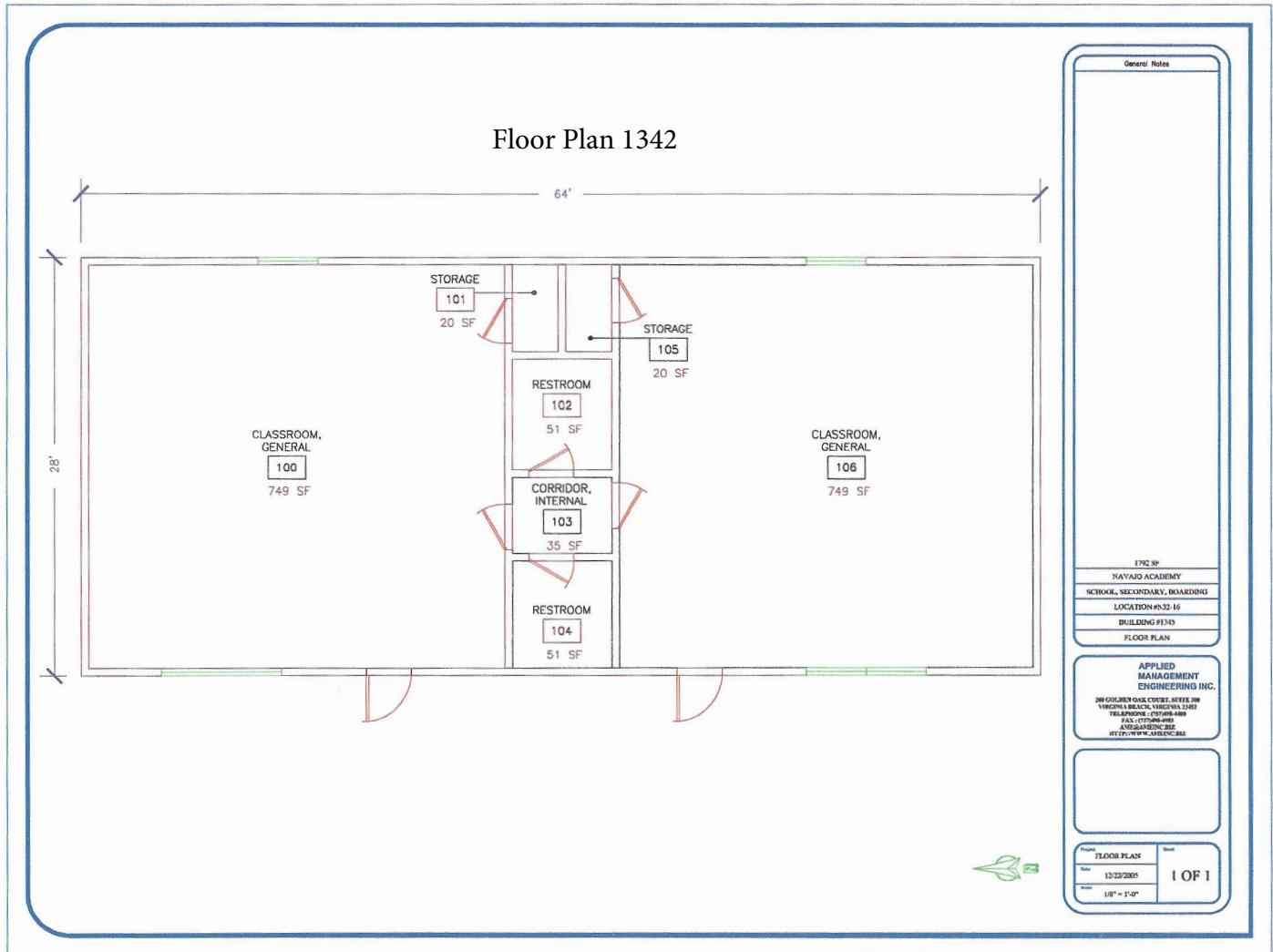
APPLIED
MANAGEMENT
ENGINEERING INC.
200 GOLDEN OAK COURT, SUITE 300
VIRGINIA BEACH, VIRGINIA 23452
TEL: (757) 496-1400
FAX: (757) 496-0985
E-MAIL: AMEMINC@AOL.COM
[HTTP://WWW.AMEMINC.BIZ](http://WWW.AMEMINC.BIZ)

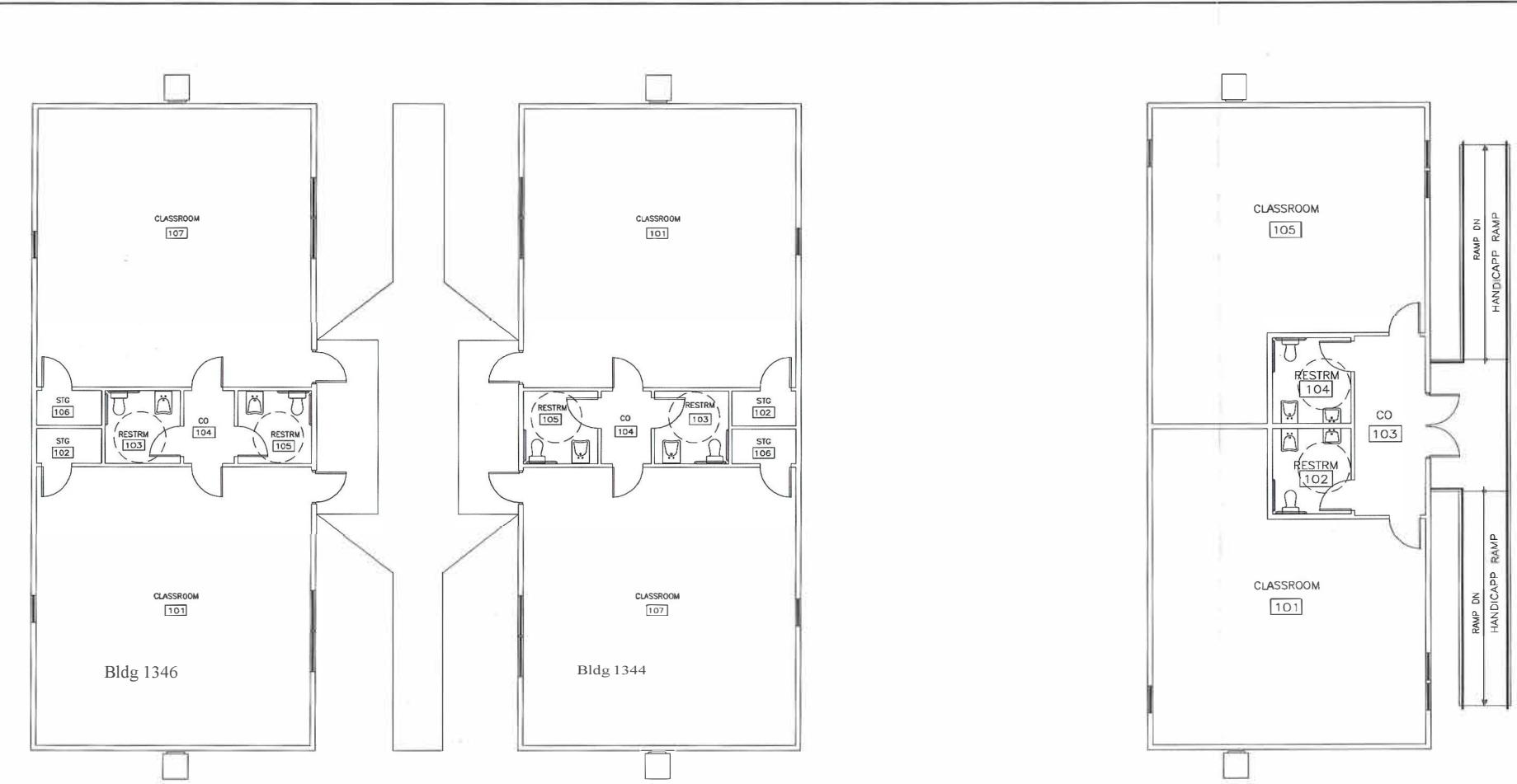
Project: FLOOR PLAN Sheet: 1 OF 3
Date: 03/03/2009
Scale: 1/64" = 1'-0"



Floor Plan 107

Floor Plan 1342





FLOOR PLAN BLDG # 1346
Scale: 3/16" = 1' - 0"



FLOOR PLAN BLDG # 1344
Scale: 3/16" = 1' - 0"



FLOOR PLAN BLDG # 1342
Scale: 3/16" = 1' - 0"



NOTE
1. Total Building Square Footage = 1,792
Total Funded Square Footage = 1,671

BLDG # 1346					
BLDG # 1346					
RM #	RM USE	SQ. FT.	RM #	RM USE	SQ. FT.
101	Classroom, Gen.	745	108	Storage	21
102	Storage	21	107	Classroom, Gen.	745
103	Restroom	55		Exterior Landing	100
104	Corridor, Internal	29			
105	Restroom	55			

NOTE
1. Total Building Square Footage = 1,792
Total Funded Square Footage = 1,655

BLDG # 1342		
RM #	RM USE	SQ. FT.
101	Classroom, Gen.	701.55
102	Restroom	65.18
103	Corridor, Internal	121.33
104	Restroom	65.18
105	Storage, Gen.	20.55
	Exterior Landing	96.00
	Handicapp Ramp	80.00

Indian Affairs Indian Economic Enterprise Representation Form

Solicitation/Sources Sought/RFI Number:

Project Title:

Date of Form Submission:

In accordance with 25 U.S.C. 47 of the Buy Indian Act, the signature in the Offeror Section below constitutes self-certification that the Offeror meets the definition of an "Indian Economic Enterprise (IEE)" as defined in Department of the Interior Acquisition Regulation (DIAR) Part 1480 titled, "Acquisitions Under the Buy Indian Act."

The enterprise must meet the requirements of (i) through (iii) throughout the following time periods:

- (1) At the time an offer is made in response to a written solicitation;
- (2) At the time of contract award; and,
- (3) During the full term of the contract.

Contracting Officers may require additional information or documentation of eligibility at any time in the acquisition life-cycle, including pre-award/proposal evaluation.

Any false or misleading information submitted by an enterprise when submitting an offer in consideration for an award set aside under the Buy Indian Act is a violation of the law punishable under 18 U.S.C. 1001. False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C. 3729 to 3731 and 18 U.S.C. 287.

OFFEROR REPRESENTATION

By filling out the information below, the Offeror represents that it does meet the definition of an "Indian Economic Enterprise" as defined in DIAR Part 1480.

Name of Federally Recognized Tribal Entity:

Name of the 51% (or greater) Owner of the IEE Firm:

Legal Business Name:

Certifying Signature:

Unique Entity ID (UEI):

Printed Name: