SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912WJ26QA125	02 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	JENNIFER SAMELA	978-318-8324	15 JUL 2026 02:00 PM

9. ISSUED BY CODE W912WJ

W2SD ENDIST NEW ENGLAND
KO CONTRACTING DIVISION, 696 VIRGINIA ROAD
CONCORD, MA 01742-2751
UNITED STATES
JENNIFER SAMELA, EMAIL: JENNIFER.M.SAMELA@USACE.ARMY.MIL
TELEPHONE: 978-318-8324

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 562119

SIZE STANDARD: USD 47,000,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [x] 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
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA

SEE CONTINUATION

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

- [x] 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 [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

Solicitation/Contract Form Continuation

Instrument Name: Log Boom and "Back Area" Field Debris Removal, Union Village Dam, East Thetford, VT

Product Service Code : S216

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Log Boom Field Debris Removal Contractor shall furnish all labor, materials, and equipment necessary to remove debris from the log boom field area at Union Village Dam, East Thetford, VT in accordance with the Performance Work Statement. Product Service Code: S216 North American Industry Classification System (NAICS): 562119 Pricing Arrangement: Firm Fixed Price	1	Job		
0002	"Back Area" Field Debris Removal Contractor shall furnish all labor, materials, and equipment necessary to remove debris from the "back area" field area at Union Village Dam, East Thetford, VT in accordance with the Performance Work Statement. Product Service Code: S216 Pricing Arrangement: Firm Fixed Price	1	Job		

Continuation of Description

INTERESTED VENDORS SHALL REVIEW THE "ADDENDUM TO 52.212-1" AND "ADDENDUM TO EVALUATION" FOR INSTRUCTIONS AND EVALUATION CRITERIA. VENDORS ARE RESPONSIBLE FOR ENSURING THEIR QUOTE SUBMISSION MEETS ALL REQUIREMENTS. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION.

THE MANDATORY SOLICITATION SURVEY SHALL BE COMPLETED IN ITS ENTIRETY AND RETURNED WITH QUOTES. FAILURE TO DO SO MAY RESULT IN QUOTES BEING DEEMED NON-RESPONSIVE AND REMOVED FROM CONSIDERATION.

DEBRIS REMOVAL LOG BOOM FIELD & "BACK AREA" FIELD

U.S. ARMY CORPS OF ENGINEERS

UNION VILLAGE DAM

EAST THETFORD, VT

PERFORMANCE WORK STATEMENT

I. General:

1. Scope - Furnish all labor, equipment, and transportation necessary to remove and properly dispose offsite all woody debris greater than three (3) inches in diameter covering two (2) acres and all river debris from the "Back Area" field at Union Village Dam. All work shall be completed in accordance with the following Performance Work Statement.

2. Location - Union Village Dam is located at 2 Main Street, East Thetford, VT 05043

3. Site Visit - Contact the Technical Point of Contact (TPOC) to arrange a site visit. The TPOC, for the project is Adlai Ostrer 802-295-2855 or Adlai.R.Ostrer@usace.army.mil.

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

4. Schedule - The contract period of performance shall be from contract award to 31 October 2026. The Contractor will coordinate with the Government for the estimated start date and will provide a minimum of seven (7) days' notice prior to the start of field work. Work shall be

performed Monday through Friday 7:00 AM to 3:30 PM unless otherwise approved by the TPOC. No work shall be done on weekends or Government holidays. The Pre-work Conference shall be completed within fourteen (14) days of contract award.

All pre-work submittals shall be submitted within twenty-one (21) days of contract award. The Government reserves up to twenty-one (21) days for review and acceptance on each submittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall be resubmitted to the Government in an acceptable form within fourteen (14) days of the Government's response, unless additional time is granted by the Government in writing.

All work shall be completed within two (2) weeks of the start of debris removal activities.

5. Safety Requirements-

a. General:

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

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

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

b. Accident Prevention Plan (APP):

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

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

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_2023Aug31.pdf

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

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

c. Activity Hazard Analysis (AHA):

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

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

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_2023Aug24.pdf

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

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

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

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

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_2023Aug28.pdf

e. First-Aid and CPR Personnel Requirements:

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

f. Additional Personnel Requirements:

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

g. Accident Reporting:

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

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

h. Employee Exposure Data:

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

6. Contractor's Personnel -

a. Minimum Personnel Requirements: The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.

b. Employee Conduct: The Contractor shall be responsible for seeing that the firm's employees strictly comply with the Code of Federal Regulations Title 36, Chapter III, Part 327, and all, federal, state, and municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees.

Examples of unbecoming actions or conduct include but are not limited to the following:

i. Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, USACE personnel, or other contractors

ii. Recurring written and/or verbal complaints from visitors, USACE personnel, or other contractors.

iii. Unsafe operation of vehicles while on USACE property.

c. Removal of Contractor's Employees: The TPOC may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the TPOC, is incompetent, endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

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

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

The following is a general list of items for discussion during this Pre-Work Conference:

i. Authority of the TPOC and Quality Assurance Inspectors

ii. Contractor's Safety Program (including sub-contractors)

iii. Accident Prevention Plan and Activity Hazard Analysis

iv. Safety Meetings (Documented on NED Form 251)

v. Accident Reporting (ENG Form 3394)

vi. Contractor's Equipment

vii. Correspondence, Communication, Security and Administrative Procedures

viii. Invoice and payment

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

9. Security - The Contractor will comply with all established security policies at Union Village Dam. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least twenty-four (24) hour notice of any such closure.

For the duration of the contract, the Contractor will be provided one (1) key to provide access to work areas. This key is to be used only for contract purposes. This key will not be utilized to provide access for any individuals not performing contract specific work. During the contract period, the Contractor is assumed responsible for the key. At the end of the work period, the key must be returned the TPOC. Final payment is contingent upon return of the gate key.

10. Flooding - Union Village Dam is a flood control project, and the work area outlined in this contract is subject to becoming inundated during periods of excessive rainfall. If such an event

should occur, in-progress work shall immediately cease, and all equipment, materials, and personnel will be vacated from the area within twenty-four (24) hour notice by the TPOC. When flooding ends and waters recede, the TPOC will notify the Contractor as areas reopen and services may resume.

11. Payment - After final inspection and acceptance by the Government, the Contractor must submit an invoice to the TPOC. The invoice shall include the invoice date, contract number, dates of work, description of work, quantities, process, and total amount due per line item. The invoice must also include the company letterhead, and this must match the data that is registered in the System for Award Management (SAM) registry. For jobs greater than thirty (30) days the contractor may request multiple payments.

Final payment is contingent upon return of U.S. Government keys. Keys are required to be physically handed to the TPOC. The Contractor assumes all responsibility for loss (which may include the cost of rekeying the applicable project).

All invoices may be mailed to:

U.S. Army Corps of Engineers

PO Box 55

North Hartland, VT 05052

Or emailed to Heather.L.Morse@usace.army.mil

II. Technical Requirements:

Part 1 General:

1. Scope - Furnish all labor, equipment, and transportation necessary to remove and properly dispose offsite all woody debris greater than three (3) inches in diameter covering two (2) acres and all river debris from the Back Area at Union Village Dam. All work shall be completed in accordance with the following Performance Work Statement.

2. Submittals - Although the Government reviews submissions required by this Performance Work Statement, it is emphasized that the Contractor's work must be completed using proper internal controls and review procedures. The Government reserves up to twenty-one (21) days for review and acceptance on each submittal/resubmittal from the date of receipt. If revisions are necessary to the submittals, the Contractor shall make such revisions and shall resubmit to the Government in acceptable form within fourteen (14) days of the Government's response, unless additional time is granted by the Government in writing.

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

a. Pre-work Submittals: Submitted within twenty-one (21) days of contract award. Submittals must be accepted prior to the commencement of any field work.

i. Accident Prevention Plan (ENG Form 6293)

ii. Activity Hazard Analyses

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

iv. CPR & First Aid Certification

v. Commercial Driver's License (CDL) - for all operators of vehicles requiring a CDL

vi. Work Plan

vii. Spill response plan for petroleum, oils and lubricants and other hazardous materials.

viii. Safety Data Sheets

b. Other Submittals:

i. Notification of Work - will provide a minimum of seven (7) days' notice prior to the start of field work

3. Other Contracts - The Government may undertake or award other contracts for additional work not related to this contract, and the Contractor shall fully cooperate with other Contractors and Government employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by another Contractor or by Government employees.

4. Existing Conditions-

a. Access -

i. Log Boom access is from Route 132 overlook parking lot See Informational Map 1. Access is under a cable approximately eleven (11) feet to nine (9) feet off the ground. See Photo 3. The access road is a narrow, steep, and approximately 0.3 miles long. Additional access off Tucker Hill Road is across a bridge with a 10-ton limit and a narrow unmaintained woods road. The access road is approximately two (2) miles long See Informational Map 2.

ii. Back Area, access is from the front entrance on Main Street in East Thetford, VT. A narrow gravel road provides access to the Back Area See Informational Map 3.

b. River debris - is scattered throughout a two (2)-acre field upstream of the existing log boom. Debris has been deposited in the field after flooding. Debris contains whole trees and may be as large as thirty-six inches (36") in diameter.

c. The log boom logs are attached via a cable that spans the field and Ompompanoosuc River.

5. Work Plan - The Contractor shall submit a written Work Plan describing the methods and equipment required to accomplish the work.

6. Clean Up and Waste Disposal - The Contractor shall practice good housekeeping to maintain a safe job site. The Contractor shall keep the work area, including any designated storage areas free from accumulation of waste materials. Upon completing work in an area, the Contractor shall remove any tools, equipment, and materials that are not the property of the Government. All disturbed areas resulting from Contractor activities shall be restored by the Contractor to the satisfaction of the TPOC. All waste material will be disposed of offsite in accordance with all federal, state, and local regulations.

7. Environmental Protection - Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the Contractor at the site, and the site will be inspected/ cleaned on a daily basis. No burning is permissible Water, air, and land resources shall not be adversely impacted during the course of the work. Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Storage and usage of lubricants and daily fueling of machinery and equipment shall occur at least fifty feet (50') from any drainage inlets, water bodies (rivers, streams, and lakes), environmentally sensitive areas (wetlands and vernal pools). Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met.

8. Personal Protective Equipment - It is the Contractor's responsibility to furnish and supply personnel with the proper personal protective equipment necessary for performing the work.

9. Government Resources - The Contractor is responsible for providing all materials and equipment to complete the project. Unless specified in the contract, the Government will not provide any equipment, telephone services or other resources.

10. Damage to Government and Private Property - The Contractor shall be responsible for restoring all Government facilities or structures damaged as a result of the Contractor's operation. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the Contractor's operation. The Contractor shall notify the TPOC immediately of damage to Government and private property and injury to any person resulting from the Contractor's operation. Also, the Contractor shall notify the TPOC of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the Contractor's operation. Damaged or destroyed grass areas shall be re-planted as directed by the TPOC, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.

11. Quality Assurance - The Contractor is responsible for the quality control of the contract work. The Contractor shall establish and maintain a quality control system to assure compliance with the contract requirements. The Government has the right to inspect and test all items called for by the contract, to the extent practicable at all times and at all places during the term of the contract.

12. Inspections-

a. Contractor Quality Control - The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.

b. General Inspection - Upon the completion of each service requirement, the Contractor will perform an inspection of all areas under this contract to ensure compliance with the Performance Work Statement. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. A Government representative may accompany the Contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.

c. Government Inspections - The Government will monitor the Contractor's service performance and make deductions accordingly for work not corrected with the time permitted.

13. Receiving and Storing Materials - The Contractor is responsible for protecting any stored material until it is placed in service. The Contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive materials or supplies for the Contractor and will not be responsible for damage to the Contractor's equipment or materials.

14. Omissions - This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

Part 2 Equipment:

1. Condition of Equipment- All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards.

2. Type of Equipment-

a. Loading Equipment: The Contractor shall supply loading equipment of

sufficient size for the loading of river debris into dump trucks for removal.

b. Dump truck / Container Truck: The Contractor shall provide necessary vehicles and operators for transporting the river debris offsite. The vehicles should be large enough to efficiently transport debris without shutting down job progress for more than a reasonable timeframe for this task. Copies of CDL licenses shall be provided to the TPOC for any drivers operating Commercial Vehicles on Government property.

c. Chainsaw or Cutting Equipment: The Contractor shall provide appropriate cutting equipment for cutting woody debris of various sizes that may be considerably laden with silt or soil and may occasionally contain manmade objects including nails, screws, cables, and other potentially hazardous objects. Any cutting equipment used in the debris removal work must include the manufacturer's current safety standards and conform to COE EM 385-1-1. The operator of such cutting equipment must also be properly outfitted with the appropriate safety gear for the job in conformance with COE EM 385-1-1.

3. Equipment Storage - The Government will provide a storage area and parking for Contractor personnel. Any equipment storage must be coordinated and approved by the TPOC. The Contractor is responsible for protecting any stored material.

4. Mobilization, Demobilization, and Other Equipment Costs: The scope will include mobilization and demobilization, fuel surcharge and any permits to get the equipment to Union Village Dam and the Contractor shall include these prices in their quote, not listed separately.

Part 3 Service Requirements:

1. General: The Contractor shall furnish all labor, equipment, and transportation necessary to remove and properly dispose of offsite all woody debris that is three (3) inches in diameter or greater from the defined area at the Log Boom Field and all debris present at the Back Area. (See Informational Photos 1, 2 and 6).

2. Log Boom Field removal requirements:

a. remove and properly dispose of offsite all woody debris that is three (3) inches in diameter or greater from the defined area.

b. Once the debris is removed, the area shall be returned to a smooth surface free of tire ruts, mounds, or divots.

c. If items cannot be safely removed, the Contractor and TPOC shall discuss solutions.

3. Back Area removal requirements:

a. Remove and properly dispose of offsite all debris in the back area. This includes woody debris and silt.

b. Once the debris is removed, the area shall be returned to a smooth surface free of tire ruts, mounds, or divots.

c. If items cannot be safely removed, the Contractor and TPOC shall discuss solutions

4. River Debris: For the purpose of this contract, river debris will be considered to be in one of two categories and shall be sorted as follows:

a. Woody Debris: Woody Debris is considered to be any woody vegetation in the form of whole trees, logs, stumps, shrubs, branches, any boards, or lumber including pallets, plywood, stakes, posts, carrying timbers, and other like items.

b. Other Debris: Other Debris may include various trash materials such as Styrofoam and plastic containers, tires, propane cylinders and other non-valuable items. The Contractor shall separate non-woody debris from woody debris to the maximum extent practicable. The Contractor shall notify the TPOC of the location of all separated non-woody debris for Government collection and disposal.

NOTE: If there is other debris that is deemed to be potentially hazardous, the Contractor shall notify the TPOC so that it can properly be addressed without causing harm to persons or the environment.

Part 4 Service Locations:

The services for this contract are located at the following location:

a. Union Village Dam: located at 2 Main Street, East Thetford, VT, 05043

Part 5 Service Descriptions:

The Contractor shall furnish all labor materials and equipment necessary to perform the following tasks.

1. ITEM NO. 1 - Log Boom Field - Debris Removal

a. Service Requirement: See Informational Photos

i. Remove debris along log boom and in field

b. Service Area: See Informational Maps

i. two (2) acres field and along log boom

c. Service Schedule:

i. To be coordinated with TPOC after contract award.

2. ITEM NO. 2 - Back Area- Debris Removal

b. Service Requirement: See Informational Photos

i. River Debris Pile Removal

c. Service Area: See Informational Maps

i. Union Village Dam Access Rd. in East Thetford, VT.

d. Service Schedule:

i. To be coordinated with TPOC after contract award.

ATTACHMENTS: Please refer to the attachments included with this solicitation for additional information

*** END OF NARRATIVE ***

Requirements

Log Boom and Back Area Field Debris Removal, Union Village Dam, East Thetford, VT

Continuation of Deliveries or Performance

0001	**Delivery Schedule** Delivery On Or Before Delivery Date 31 Oct 2026 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 961605 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST NEW ENGLAND DISTRICT, RFD1 BOX 98 EAST THETFORD, VT 05043 UNITED STATES ADLAI R OSTRER, DELIVER_TO_EMP_ID_NO
0002	**Delivery Schedule** Delivery On Or Before Delivery Date 31 Oct 2026 **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: 961605 CountryCode: USA CORPS OF ENGINEERS NEW ENGLAND DIST NEW ENGLAND DISTRICT, RFD1 BOX 98 EAST THETFORD, VT 05043 UNITED STATES ADLAI R OSTRER, DELIVER_TO_EMP_ID_NO

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02		

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		

252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.232-7010	Levies on Contract Payments.	2006-12		
252.247-7023	Transportation of Supplies by Sea.	2024-10		

FAR Clauses Incorporated by Full Text

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

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

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

(1) The Contractor represents that it is, is not a small business concern under NAICS Code 562119 assigned to contract number W912WJ26PXXXX.

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

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

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

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

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

(End of clause)

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

Statement of Equivalent Rates for Federal Hires (May 2014)

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

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

the Contracting Officer.

____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

____

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	____
Issue By DoDAAC	____
Admin DoDAAC	____

Inspect By DoDAAC ____
Ship To Code ____
Ship From Code ____
Mark For Code ____
Service Approver (DoDAAC) ____
Service Acceptor (DoDAAC) ____
Accept at Other DoDAAC ____
LPO DoDAAC ____
DCAA Auditor DoDAAC ____
Other DoDAAC(s) ____

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

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

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

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

(g) WAWF point of contact.

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

____

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

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		

252.243-7001	Pricing of Contract Modifications.	1991-12		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.252-2	Clauses Incorporated by Reference.	1998-02		

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

List of Contract Documents, Exhibits, or Attachments

SECURITY REQUIREMENTS:

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

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

WAGE DETERMINATION:

The Wage Determination for this project can be found at:

https://sam.gov/wage-determination/2015-6141/4

Wage Determination No.: 2015-6141

Modification No.: 4

Date: 25 June 2026

*** END OF NARRATIVE ***

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7055	Representation Regarding	2022-05		

	Business Operations with the Maduro Regime.	
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

DFARS Provisions Incorporated by Full Text

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

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

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

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

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

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

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

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has

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

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

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

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

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

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

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

(End of provision)

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

INSTRUCTIONS TO VENDORS:

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

INFORMATION:

1. This is a Request for Quotations (RFQ) in accordance with Federal Acquisition Regulation (FAR) Part 12.

2. The Government may perform a comparative evaluation (comparing quotations to each other) to select the contractor that is best suited and provides the best value, considering the evaluation factors in this solicitation.

3. Evaluation factors will be technical, price, and past performance. Failure to provide sufficient documentation for Government evaluation for these factors with quote submission shall result in a quote being deemed non-responsive.

4. All responsible sources may submit a quote which, if timely received, must be considered by the Agency.

5. The Government may request that a vendor respond to a Quote Verification after the solicitation closes, but prior to award. The vendor shall respond in sufficient detail to all questions or statements no later than the response date and time listed in the correspondence. Failure to do so will result in quotes being deemed non-responsive and removed from consideration. The Government is under no obligation to provide extensions for responses.

6. Information on previously awarded contract (if no information is listed the requirement is considered "new"):

a. Previous contract was awarded to: Earthworks Unlimited LLC

b. Previous contract awarded amount: $8,500

c. Interested vendors are advised that scope may differ from previous contract

d. No additional information on previous contracts will be provided

QUESTIONS REGARDING SOLICITATIONS:

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

a. Name: Jennifer M. Samela

b. Phone: 978-318-8324

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

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

QUOTE SUBMISSION:

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

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

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

BID SCHEDULES:

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

2. Vendors shall enter $0.00 on Bid Schedules in which items are Not Separately Priced. Blank entries will not be considered and will result in quotes being deemed non-responsive.

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

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

SITE VISITS:

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

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

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

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATIONS:

1. In accordance with FAR Clause 52.204-7:

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

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

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

3. Provide Unique Entity Identifier (UEI): _____

4. Provide CAGE code: _____

SUBMITTALS:

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

*** END OF NARRATIVE ***

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

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

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

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

Technical

Price

Past Performance

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

(End of provision)

Addendum to Evaluation - Commercial Product and Commercial Services

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

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

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

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

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

a. Technical

b. Price

c. Past Performance

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

4. Evaluation process.

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

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

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

A. Action/Step-1 (Responsiveness).

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

blocks 30a-c are not completed, and/or material amendments not signed and returned, the quote will be determined non-responsive, and quote will be eliminated from any further evaluation.

ii. Government will then verify vendor's quote has fully provided all requirements stated above in FAR 52.212-1 Addendum. If the quote schedule is not completed, the quote will be determined non-responsive, and quote will be eliminated from any further evaluation.

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

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

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

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

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

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

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

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

D. Action /Step 4 (Past Performance).

i. The Government shall review the recent and relevant past performance as listed in the survey. Recent contracts are those within the past three years. "Relevant" means the performance being considered must have a logical connection to the work described in the solicitation. Normally, relevance would include such aspects as the product or service similarity, product or service complexity, contract type, and magnitude. Magnitude is important because it will define not only the scope but project similarity to this requirement.

ii. Vendors whose System for Award Management (SAM) registration includes a Responsibility /Qualification record due to termination for cause or default, or administrative agreement, may be determined unacceptable and quote will be eliminated from any further evaluation.

iii. Only past performance of the prime contractor shall be considered. Past performance of subcontractors shall not be considered unless a teaming arrangement is submitted in response to the Request for Quotation.

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

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

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

i. The Contracting Officer may conduct a comparative evaluation of all responsive quotes. A Purchase Order will be awarded to the vendor that submitted a responsive quote with acceptable past performance that includes fair and reasonable pricing, and who is considered technically capable of performing the work as required by the solicitation.

ii. Quoters are cautioned to submit sufficient information for evaluation. Communication conducted to resolve minor or clerical errors would not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for quote revisions.

iii. The Government intends to award a contract without discussions with respective quoters. The Government, however, reserves the right to conduct discussions if deemed in its best interest.

*** END OF NARRATIVE ***

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		

FAR Provisions Incorporated by Full Text

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of provision)

52.252-5	Authorized Deviations in	2020-11		

Provisions.

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any DFARS (48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)