

### Combined Synopsis/Solicitation

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in the Federal Acquisition Regulation (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

This **combined synopsis/solicitation** is issue as a **Request for Quotation (RFQ)** to establish a **Firm Fixed Price** service contract to provide a boat package for Ketchikan Misty Fjords National Monument (KMRD) facilities on the Tongass National Forest (TNF) buildings located in Ketchikan, Alaska.

The combined synopsis/solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2025-01, effective November 12, 2024.

This procurement is a Total Small Business Set-Aside. In accordance with FAR Clause 52.219-6, Notice of Total Small Business Set-Aside (which applies to this combined synopsis/solicitation), offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

The associated North American Industrial Classification System (NAICS) code for this procurement is 336612 Boat Building. The NAICS Code was identified through a review of the U.S. Census Bureau's website as a corresponding index category. The small business size standard is 1 employees.

### "C" Description/SOW

**Description of Requirement:** The Contractor shall provide all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items and non-personal services necessary to provide the boat package as described in the Salient Characteristics.

**Place of Delivery:** Ketchikan, Alaska.

**Period of Performance (POP):** Award – February 21, 2026

### 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (SEP 2023)

#### ADDENDUM to FAR Provision 52.212-1

#### Addendum to Paragraph (b) Submission of Offers: "L" Instructions, Conditions & Other Statements of Offerors

- 1) The selection of a source for award purposes will be conducted utilizing simplified acquisition procedures as delineated in FAR Part 13.106-2, Evaluations of Quotations or Offers. Offers will be evaluated using the criteria under addendum to 52.212-2, "Evaluation – Commercial Products and Commercial Services."
- 2) Offerors must have an active entity registration in the System for Award Management (<https://www.sam.gov/SAM/>) in order to submit an offer.
- 3) Offerors shall ensure that all representations and certifications are up-to-date in SAM.gov at time of offer submission. A completed copy of the representations and certifications at FAR 52.212-3 shall be submitted with the offer.
- 4) Submit a completed schedule of items, see attachment 3.
- 5) The Government reserves the right to require the submission of Other Than Certified Cost or Pricing Data as is deemed necessary to arrive at a fair and reasonable price.

- 6) If an offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial offer, as received, without clarifications.
- 7) In accordance with FAR Subpart 4.8 Government Contract Files, the Government will retain one copy of all unsuccessful offers. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful offers.
- 8) Questions concerning this solicitation shall be submitted electronically via email to [Stacy.Doutt@usda.gov](mailto:Stacy.Doutt@usda.gov) and [Raymond.Padgett@usda.gov](mailto:Raymond.Padgett@usda.gov) no later than December 17, 2024, at 1:00 PM (AKST).
- 9) Offers shall be submitted electronically via email to [Stacy.Doutt@usda.gov](mailto:Stacy.Doutt@usda.gov) and [Raymond.Padgett@usda.gov](mailto:Raymond.Padgett@usda.gov) no later than December 23, 2024, at 1:00 PM (AKST). Offerors shall ensure offers are delivered into this inbox by the due date and time. Emails should contain 3 separate attachments: Technical Capabilities (in Microsoft Word or PDF format), Past Performance (in PDF format), and Price Proposal (in Microsoft Excel format). Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer.
- 10) Offers submitted in response to this solicitation shall include technical capability, past performance information, and pricing.
  - a) **FACTOR I – TECHNICAL CAPABILITY.** Provide a proposal demonstrating your firm's capability for performing the services required within the Performance Work Statement (PWS); address the following criteria:
    - i) **Salient Characteristics:** Technical information on item(s) being provided.
    - ii) **Delivery Schedule:** Ability to meet delivery date within period of performance.
    - iii) **Certificate/License:** Proof that Contractor is licensed to work on Brand of Motor being provided.
  - b) **FACTOR II – PAST PERFORMANCE.** The Past Performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant Past Performance, focusing on and targeting performance which is relevant to the effort as it directly relates to the work being procured under this solicitation and as defined in Addendum to FAR 52.212-2 Evaluation – Commercial Products and Services.
    - i) Past Performance information described herein is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners proposed to perform 15% of the proposed effort based on the total proposed price.
    - ii) **Relevant Past Performance.** The offeror shall include documentation regarding their relevant past performance as it directly relates to the work being procured under this solicitation. The offeror SHALL NOT go back any farther than 3 years for the submitted data. The past performance data shall document a successful history of past contract performance.
      - (1) Submit a short narrative providing details of the experience the firm has (either as a prime or sub-contractor) performing work similar in nature, scope, and geographical conditions. Offerors may include project photos or other information related to experience and capability – including contact information for each project. Proposals should describe your firm's/crew's experience with:
        - (a) Working for extended periods of time in cool, damp climates similar to environments found in Southeast Alaska, Northwestern Canada, and Northwest Washington State.

(b) Working at remote locations that may only be accessed via small plane or boat.

- iii) In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance submission and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, The Contractor Performance Assessment Reporting System (CPARS) at <https://www.cpars.gov>, and commercial sources. Offerors are reminded that both independent data and data provided by offerors in their offers may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. Offers that do not contain the information requested by this paragraph risk receiving an unacceptable performance rating by the Government. The overall past performance evaluation is a subjective decision based on the whole of all data received. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."
- iv) Submission Requirements. The offeror shall provide documentation outlining the offeror's past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this Solicitation. The submittal shall include rationale supporting your assertion of relevance and how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation.

c) FACTOR III – PRICE. Offerors shall complete and submit Attachment 3 – Schedule of Items/Price Schedule.

11) All amendments to the solicitation will be posted in SAM.gov. Acknowledge receipt and understanding of all amendments to this solicitation by sending an email to [Stacy.Doutt@usda.gov](mailto:Stacy.Doutt@usda.gov) and [Raymond.Padgett@usda.gov](mailto:Raymond.Padgett@usda.gov). In the email, include the solicitation and amendment number.

**ADDENDUM to FAR 52.212-1(f), Late Submissions, Modifications, Revisions, and Withdrawals of Offers:**

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition.

(End of Provision)

**"M" Evaluation Factors for Award**

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

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

- a) FACTOR I – Technical Capability
  - i) Sub-Factor 1 – Salient Characteristics
  - ii) Sub-Factor 2 – Delivery Schedule
  - i) Sub-Factor 3 - Certificate/License – Licensed to work on Brand of Motor

- b) FACTOR II – Past Performance
- c) FACTOR III – Price

2) 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.

**ADDENDUM to FAR Provision 52.212-2:**

3) BASIS FOR CONTRACT AWARD

- a) This is a most advantageous selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Products and Commercial Services. Award will be made to a single offeror who is deemed responsible in accordance with the FAR, whose offer conforms to the solicitation requirements, and whose offer, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, is the most advantageous to the Government.
- b) The government reserves the right to conduct a price realism analysis at any point during the evaluation process. The Government will evaluate prices for reasonableness using adequate competition and price analysis techniques.
- c) The Government intends to award a single contract as a result of this solicitation.
- d) The Government may award all or some of the items listed in the attached schedule of items.

4) **EVALUATION CRITERIA.** Evaluation criteria consist of factors and sub-factors. The offers will be evaluated using the following factors.

- b) **FACTOR I – TECHNICAL CAPABILITY.** The Government will evaluate the degree to which your proposal demonstrates capability to perform services required by the PWS; including Sub-Factor 1, Sub-Factor 2, and Subfactor 3:
  - (1) **Sub-Factor 1 – Salient Characteristics: To be determined acceptable** the offeror shall include a brief description of all items required in Attachment 1.
  - (2) **Sub-Factor 2 – Delivery Schedule: To be determined acceptable** the offeror shall provide a draft delivery schedule addressing the sequence and timeline they plan to follow to complete and/or deliver all items (including shipping to Alaska) listed in Attachment 1.
  - (3) **Sub-Factor 3 – Certificate/License: To be determined acceptable** the offeror shall include a copy of their licensure to work on the brand of Motor being provided.

Each technical capability sub-factor will receive one of the adjectival ratings defined below. To receive an acceptable rating for this factor, all sub-factors must be rated acceptable.

Rating	Description
Acceptable	Offer clearly meets the minimum requirements of the solicitation.
Unacceptable	Offer does not clearly meet the minimum requirements of the solicitation.

- a) **FACTOR II – PAST PERFORMANCE.** The Past Performance evaluation will assess the relative risks associated with an offeror’s likelihood of success in performing the solicitation’s requirements as indicated by that offeror’s record of past performance. Performance risk is assessed at the factor level after evaluating aspects of the offeror’s recent past performance and focusing on performance that is relevant to the services being procured under this solicitation. Past performance areas of evaluation include quality of service, timeliness of performance, business practices, customer satisfaction, and personnel.
  - i) **Recency Assessment.** An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.
  - ii) **Relevancy Assessment.** To be relevant, the effort must be of similar nature in work, size, magnitude, complexity, and scope. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature, size, and complexity to the services/products being procured under this solicitation.

(1) Include short narrative providing details of the experience the firm has (either as a prime or sub-contractor) performing work similar in nature, scope, and geographical conditions. Offerors may include project photos or other information related to experience and capability – including contact information for each project. Proposals should describe firm’s/crew’s experience with:

(a) Working for extended periods of time in cool, damp climates similar to environments found in Southeast Alaska, Northwestern Canada, and Northwest Washington State.

(b) Working at remote locations that may only be accessed via small plane or boat.

- iii) **Assigning Ratings.** The Past Performance Factor will be assigned one of the ratings defined below. An award will not be made to any offeror who receives an “Unacceptable” past performance rating.

Rating	Description
Acceptable	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown.
Unacceptable	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

(1) Offerors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, will not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

- c) **FACTOR III – PRICE.** Price is not formally scored but is the primary evaluation factor for determining award. The government expects competitive offers to be submitted for this procurement and will use these competitive offers to determine price reasonableness. If competitive offers are not received, the Government reserves the right to utilize other methods identified in the FAR to determine price reasonableness.
  - i) **Completeness.** Each offeror is required to provide a complete pricing for each contract line identified.

ii) Definitions.

- (1) Reasonableness. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.
- (2) Completeness/Accuracy. The offeror is in compliance with the Schedule of Items/Price Schedule contained/attached within the solicitation.

**"I" Contract Clauses**

**52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (MAY 2024)**

**52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (NOV 2023)**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (NOV 2024)**

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3909 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:

- (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, Coast Guard, or applicable elements of the intelligence community – see FAR 3.900(a).
- (9) 52.204.27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644)
- (26) (i) 52.219-28, Post Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).
- (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
- (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2024).
- (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (34) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
- (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).



- ☒ (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. 7671).
- ☒ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).
- ☒ (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).
- ☒ (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).
- ☒ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).
- ☒ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).
- ☒ (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).

(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:

NA

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

- i. 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- ii. 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).
- iii. 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- iv. 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
- v. 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- vi. 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- vii. (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders–Prohibition (DEC 2023) (Pub. L. 115-390, title II). (B) Alternate I (DEC 2023) of 52.204-30.
- viii. 52.219-8, Utilization of Small Business Concerns (FEB 2024) (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 2015) (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).
- 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 (MAY 2022) (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. 3909 and 10 U.S.C. 3801). Flown 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).
- 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)

**Additional Terms and Conditions:**

**FAR and AGAR Provisions**



**Provisions Incorporated by Reference:**

FAR 52.201-1	Acquisition 360: Voluntary Survey (SEP 2023)
FAR 52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
FAR 52.204-17	Ownership or Control of Offeror (AUG 2020)
FAR 52.204-20	Predecessor of Offeror (AUG 2020)
FAR 52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
FAR 52.204-26	Covered Telecommunications Equipment or Services—Representation (OCT 2020)
FAR 52.204-7	System for Award Management (NOV 2024)
FAR 52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)
FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
FAR 52.222-25	Affirmative Action Compliance (APR 1984)
FAR 52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (DEC 2016)
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (JUN 2020)

**Provisions Incorporated by Full Text:**

**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/these address(es):

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/browse/index/far> (Provisions are located at [FAR part 52](#) and begin with 52)

Department of Agriculture Acquisition Regulation (AGAR): <https://www.acquisition.gov/agar> (Provisions are located at [AGAR part 452](#) and begin with 452)

Deviations to provisions may be viewed at: [Policies & Regulations | USDA](#)  
(End of provision)

**52.252-3 Alterations in Solicitation. (APR 1984)**

Portions of this solicitation are altered as follows:

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services, non-applicable clauses re-moved from clause.

(End of Provision)

**FAR 52.252-5 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 Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**FAR and AGAR Clauses**

**Clauses Incorporated by Reference:**

FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
FAR 52.204-13	System for Award Management Maintenance (OCT 2018)
FAR 52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)
FAR 52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
FAR 52.226-7	Drug-Free Workplace (May 2024)

**Clauses Incorporated by Full Text:**

**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**; 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 **60 months**.

(End of Clause)

**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/these address(es):

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/browse/index/far> (Clauses are located at [FAR part 52](#) and begin with 52)

Department of Agriculture Acquisition Regulation (AGAR): <https://www.acquisition.gov/agar> (Clauses are located at [AGAR part 452](#) and begin with 452)

Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

(End of clause)

**52.252-4 Alterations in Contract. (APR 1984)**

Portions of this contract are altered as follows:

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services, non-applicable clauses re-moved from clause.

(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 Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

**AGAR 452.204-70, Modification for Contract Closeout (DEVIATION JUNE 2024)**

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

- (a) If unobligated funds in the amount of \$1,000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
- (b) If unobligated funds of more than \$1,000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(End of Instruction)

**"L" Instructions, Conditions & Notices to Offerors**

**Submission of Offers:**

Date	Time	Method of Submission
December 23, 2024	1:00 PM (AKST)	Offers shall be submitted electronically via email.

**"G" Contract Admin Data**

**Government Point of Contacts:**

Title	POC
Contracting Officer	<a href="mailto:Stacy.Doutt@usda.gov">Stacy Doutt (Stacy.Doutt@usda.gov)</a>
Contracting Officer	<a href="mailto:Raymond.Padgett@usda.gov">Raymond Padgett (Raymond.Padgett@usda.gov)</a>

**"J" List of Attachments**

**Attachments List:** The following attachments are made a part of this solicitation and any resultant contract.

Attachment Number	Description
1	16ft Jet Boat Package – Ketchikan AK – Salient Characteristics
2	Schedule of Items/Price Schedule <b>"B" Supplies or Service &amp; Price/Cost</b>

<https://sam.gov/opp/95555bce8eb34538b8b133e00128e156/view>