

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE OF 1 84	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 12805B23Q0103		6. SOLICITATION ISSUE DATE 12/20/2022
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME CONNIE FAULKNER			b. TELEPHONE NUMBER (No collect calls) 701-318-8353		8. OFFER DUE DATE/LOCAL TIME 12/26/2022 1700 ET
9. ISSUED BY USDA ARS PA AAO ACQ/PER PROP 2150 CENTRE AVENUE BLDG D, SUITE 300 FORT COLLINS CO 80526				CODE ARS-12805B 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 238220 SIZE STANDARD: \$16.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO MWA PLANT INTRODUCTION RESEARCH 716 FARM HOUSE LANE G212 AGRONOMY HALL, IOWA STATE UNIV AMES IA 50011				16. ADMINISTERED BY USDA ARS PA AAO ACQ/PER PROP 2150 CENTRE AVENUE BLDG D, SUITE 300 FORT COLLINS CO 80526			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
				CODE ARS-12805B			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 12/26/2022 to 01/09/2023						
0001	Replace/Repair House 16 #UHU5 Modine Heater Motor.			1	EA		
0002	Replace/Repair House 17 #UHU7 Modine Heater Motor			1	EA		
0003	Replace/Repair House 16 Aquastat so heaters sync with controls Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)			1	EA		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				CONNIE FAULKNER			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0004	Actuators: Replace Diaphragms House 17 & 18	2	EA		
0005	Troubleshoot controls Houses 16, 17, 18.	3	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**Description**

This is a combined synopsis/solicitation for commercial item with commercial services prepared in accordance with the format in FAR subpart 12.06, 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. The solicitation number is 12805B22Q0103 and is issued as a request for quotation (RFQ). This solicitation document incorporates those provisions and clauses in effect through Federal Acquisition Circular 2021-05. The associated NAICS Code is 238220 and the Small Business Size Standard is \$16.50

The USDA, Agricultural Research Service WI, repair automated temperature controls and equipment. The contractor shall supply these products, meeting or exceeding the **specifications listed in SOW**. The Government intends to award a firm fixed price purchase order.

The requirements are further detail in the attached Requirements Document.

**MWA PLANT INTRODUCTION RESEARCH  
716 FARM HOUSE LANE  
G212 AGRONOMY HALL, IOWA STATE UNIV  
AMES IA 50011**

DOCUMENTS TO BE INCLUDED IN QUOTE: In order to be considered for award, Offerors shall respond by:

- 1) Providing a quote on company letterhead addressing all of the requirements of the RFQ, clearly note per item pricing.
- 2) Have an Active SAM.gov registration and complete the Representations in FAR 52.204-54; the Representation and Certification section should also be completed electronically in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). Any amendment and documents related to this procurement will be available electronically at the Government Point of Entry ([sam.gov](http://sam.gov)). FAR clauses 52.212-1, 52.212-2, 52.212-3, 52.212-4 and 52.212-5 (and any addenda to those clauses) are included in the attached clauses and provisions document. Additionally, other contract requirements and terms/conditions can be located in the same document. The Government anticipates award of a contract resulting from this solicitation to the responsible offeror whose quote conforms to the specifications that will be the most advantageous to the Government in accordance with FAR 13.106-2 considering three major areas: technical acceptance, past performance and price. Quotes will be evaluated by performing a comparative evaluation in accordance with FAR 13.106-2(b)(3) to determine which quote represents the best as a whole. The Government has the discretion to accept other than the lowest priced quote that provides additional benefits.

All sources wishing to quote shall furnish a quotation:  
by **5:00 p.m. Central Time, on or before December 26, 2022.**

Quotations are to be sent **only** via email to Connie Faulkner [connie.faulkner@usda.gov](mailto:connie.faulkner@usda.gov). Failure to provide the required information in the requested format may result in quotes not being considered for award.

Attached Provisions/Clauses apply to this RFQ and any subsequent award.

**INSTRUCTIONS FOR THE PREPARATION OF OFFERS (FAR 52.212-1 Addendum)**

This procurement is a Solicitations competed in accordance with FAR Part 13. Solicitation documentation and any issued amendments will be distributed via Public Display. No hard copy solicitation materials are available.

Offerors shall provide all required information referenced in this section. Failure to provide all requested information may result in the proposal not being considered for further evaluation.

Offers shall submit required documents via email **ONLY** to [connie.faulkner@usda.gov](mailto:connie.faulkner@usda.gov).

This quote must be valid until 12/30/2022

**OFFER SUBMISSION DOCUMENTS**

1. Transmittal Summary Letter. A summary cover letter to the submission should provide at a minimum the following (i) Identification of the Point of Contact, current phone number, and email address. (ii) UEI Number, CAGE Code, Tax Identification Number (ii) A list of the submission package contents.
2. Contractor Quote pricing document. Document shall provide detailed pricing breakout in accordance with the CLIN structure and items requested.
3. Authorized Vender or Manufacturer verification. No third party or pass-through offers will be accepted.

**FAR 52.212-2 – Evaluation -- Commercial Products and Commercial Services. (Nov 2021)**

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

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

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

**Evaluation Methodology**

In accordance with FAR Part 13 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: **Lowest Price Technically Acceptable (LPTA), evaluation method.**

Technical Acceptability is defined as:

- 1) Meeting all requirements as defined in the solicitation, to include submission of all Quote submission documents referenced in Instructions for the Preparation of Offers (FAR 52.212-1 Addendum). Failure to submit ANY of the required document listed in "Offer Submission Documents (52.212-1 Addendum)" will render your quote non-responsive and thus not eligible for award. Failure to acknowledge any and all amendments will render your quote non-responsive and thus not eligible for award. **The rating will be acceptable or Unacceptable.**
- 2) Authorized Vendors and Manufacturers. This requirement will ensure that devices are not counterfeit or adulterated devices, have maintained adequate storage conditions, and any warranties and service and/or maintenance agreements are transferred and will be honored by the offeror. Offerors that are 3<sup>rd</sup> party or pass through will not be accepted. **The rating will be acceptable or Unacceptable.**
- 3) Acceptable rating in "Past Performance".

Past performance will be evaluated in accordance with FAR 13.106-2. Past Performance will be rated on an "acceptable" or "unacceptable" basis. The apparent successful, prospective contractor must have "acceptable" past performance. System for Award Management (SAM.gov) exclusions list, Federal Awardee Performance and Integrity Information System, and Contractor Performance Assessment Reporting System (CPARS) and CRA / SAM reports shall be considered as part of the past performance evaluation process. Any past performance that is found to be "Negative", shall result in the entire Past Performance rating as "Unacceptable". "Negative" is defined as any CPARS and CRA / SAM past performance evaluation rated less than "Satisfactory", any Terminations for Default/Cause, or any negative performance references will be rated as 'Unacceptable'. Note: 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." Any past performance that is found to be "negative", shall result in the entire Past Performance rating as "Unacceptable" making the overall Technical Acceptability as "Unacceptable". **The rating will be acceptable or Unacceptable.**

**(End of Provision)**

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)**

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/?q=browsefar>

<http://www.dm.usda.gov/procurement/policy/agar.htm>

- 52.202-1 Definitions (June 2020)
- 52.204-13 System for Award Management Maintenance (Oct 2018)
- 52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)
- 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)
- 52.212-4 Contract Terms and Conditions - Commercial Items (Nov 2021)
- 52.223-6 Drug-Free Workplace (May 2001)
- 52.232-11 Extras (Apr 1984)
- 52.232-23 Assignment of Claims (May 2014)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)
- 52.233-1 Disputes (May 2014)
- 52.242-15 Stop-Work Order (Aug 1989)
- 52.243-1 Changes—Fixed Price (Aug 1987)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
- 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 52.228-5 Insurance-Work on a Government Installation (Jan 1997)
- 52.251-1 Government Supply Sources (Apr 2012)
- 52.247-34 F.O.B Destination (Nov 1991)

**(END CLAUSES BY REFERENCE)**

FAR/AGAR CLAUSES INCORPORATED VIA FULL TEXT

**452.247-70 Delivery Location. (FEB 1988)**

Shipment of deliverable items, other than reports, shall be to:

**MWA PLANT INTRODUCTION RESEARCH  
716 FARM HOUSE LANE  
G212 AGRONOMY HALL, IOWA STATE UNIV  
AMES IA 50011**

(End of Clause)

**452.246-70 Inspection and Acceptance. (FEB 1988)**

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will

inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

**MWA PLANT INTRODUCTION RESEARCH  
716 FARM HOUSE LANE  
G212 AGRONOMY HALL, IOWA STATE UNIV  
AMES IA 50011  
(End of clause)**

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—  
Commercial Products and Commercial Services (Oct 2022)**

(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 and Other Covered Entities (Nov 2021) (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) [52.233-3](#), Protest After Award (Aug 1996) ( [31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#))).

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

\_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

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

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

\_\_\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct

- 2018) ( [41 U.S.C. 2313](#)).
- \_\_\_ (10) [Reserved].
  - \_\_\_ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](#)).
  - (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).
  - \_\_\_ (13) [Reserved]
  - X (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).
  - \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).
  - \_\_\_ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).
  - \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).
  - \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).
  - \_\_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2022) ( [15 U.S.C. 637\(d\)\(4\)](#)).
  - \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
  - \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
  - \_\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).
  - \_\_\_ (v) Alternate IV (Sep 2021) of [52.219-9](#).
  - \_\_\_ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).
  - \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-13](#).
  - \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ( [15 U.S.C. 637s](#)).
  - \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
  - 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
  - \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ( [15 U.S.C. 657f](#)).
  - X (22) (i) [52.219-28](#), Post Award Small Business Program Re-representation (Oct 2022) ( [15 U.S.C. 632\(a\)\(2\)](#)).
  - \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](#).
  - \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).
  - \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).
  - \_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).
  - \_\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15 U.S.C. 637\(a\)\(17\)](#)).
  - X (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
  - X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).
  - X (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
  - X (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
  - \_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).
  - \_\_\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
  - \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).
  - X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).
  - \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).
  - \_\_\_ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
  - \_\_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
  - X (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O.



13627).

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

\_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

\_\_\_ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

\_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

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

\_\_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).

\_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ( [42 U.S.C. 8259b](#)).

\_\_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_\_ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

\_\_\_ (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).

X (48) (i) [52.225-1](#), Buy American-Supplies (Oct 2022) ( [41 U.S.C. chapter 83](#)).

\_\_\_ (ii) Alternate I (Oct 2022) of [52.225-1](#).

\_\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Oct 2022) ( [41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I (Jan 2021) of [52.225-3](#).

\_\_\_ (iii) Alternate II (Jan 2021) of [52.225-3](#).

\_\_\_ (iv) Alternate III (Jan 2021) of [52.225-3](#).

\_\_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).

\_\_\_ (50) [52.225-5](#), Trade Agreements (Oct 2019) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).

\_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).

\_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007)

( [42 U.S.C. 5150](#)).

\_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

\_\_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).

\_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).

\_\_\_ (60) [52.232-36](#), Payment by Third Party (May 2014) ( [31 U.S.C. 3332](#)).

\_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).

\_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X\_ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).

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

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

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

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

(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) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [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).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ( [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.

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

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

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

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

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

(xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).

(xiii)

(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).

(xiv) [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](#)).

(xv) [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](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

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

2022).

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

(xix)

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

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

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [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](#).

(xxii) [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)**

*Alternate I* (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* (Oct 2022). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

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

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

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

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

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

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

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

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

(C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(D) [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).

(E) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ( [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.

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

- (G) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).
- (H) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- (I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).
- (J) [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](#).
- (K) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).
- (L) \_\_\_\_ (1) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_\_ (2) Alternate I (Mar 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- (M) [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](#)).
- (N) [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](#)).
- (O) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989).
- (P) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (R) (1) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).
- (2) Alternate I (Jan 2017) of [52.224-3](#).
- (S) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).
- (T) [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.
- (U) [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.

(End of clause)

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

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 calendar days**.

(End of clause)

#### **52.217-9 Option to Extend the Term of the Contract.**

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 calendar days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 calendar 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)

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

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

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

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

(End of clause)

**DELIVERY ADDRESS:**

**MWA APPLICATION TECHNOLOGY RESEARCH  
1680 MADISON AVENUE  
WOOSTER OH 44691**

**Invoices:** To invoice, a vendor must first enroll in the Invoice Processing Platform (IPP) by visiting <https://www.ipp.gov/vendors/index.htm>. Once enrolled, all invoices must be submitted electronically through IPP. The IPP is a government-wide secure web-based payment information service offered free of charge to government agencies and their suppliers by the U.S. Department of Treasury's Financial Management Service (FMS).

One-time enrollment in IPP means that you will receive a series of e-mails from Treasury services. The first email will have the IPP Logon ID and link to the IPP application. A second e-mail, containing the password will be sent within 24 hours. Once you receive these emails, please login to the IPP application and complete the registration process.

Benefits of registering with IPP include the ability for your company to create invoices directly from a contract award and submit them electronically, as well as:

- E-mail notification when invoice(s) are paid
- Online payment history
- Remittance download

E-mail notifications of payments are sent when a payment is distributed to your bank account and will include all pertinent payment information. The IPP Customer Support Desk is available to assist users Monday through Friday (excluding bank holidays) from 8:00AM - 6:00PM ET, including answering any questions related to accessing IPP or completing the registration process. Their toll-free number is (866) 973-3131 or they can be reached at: [IPPCustomerSupport@fms.treas.gov](mailto:IPPCustomerSupport@fms.treas.gov).

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

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

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

FAR Provisions – <https://www.acquisition.gov/far/>

**(End of Provision)**

#### **52.252-5 Authorized Deviations in Provisions (Nov 2020)**



As prescribed in [52.107\(e\)](#), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

(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 *Department of Agriculture* provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**(End of provision)**

52.204-7	System For Award Management (Oct 2018)
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)
52.204-17	Ownership or Control of Offeror (Aug 2020)
52.204-20	Predecessor of Offeror (Aug 2020)
52.204-24	Representation Regarding Certain Telecommunication and Video Surveillance Services or Equipment (Nov 2021)
52.204-26	Covered Telecommunications Equipment or Services-Representation (Oct 2020)
52.209-2	Prohibition On Contracting With Inverted Domestic Corporations--Representation (Nov 2015)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or Felony Conviction (Feb 2016)
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (JUN 2020)
52.204-22	Alternative Line Item Proposal (Jan 2017)
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
52.211-6	Brand name or Equal (Aug 1999)
52.232-38	Submission of Electronic Funds Transfer Information with Offer (Jul 2013)

#### AGAR Provisions

##### **AGAR 452.204-70 INQUIRIES (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

**(End of provision)**

##### **452.219-70 Size Standard and NAICS Code Information (Sep 2001)**

The North American Industrial Classification System Code(s) and business size standard(s) describing



the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): 0001

-- NAICS Code 238220

-- Size Standard \$16.5

(End of provision)

**52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services.  
(Oct 2022)**

The offeror shall ensure that their business has completed their online Representations and Certifications at the System and Awards Management (SAM) website which may be found at <https://www.sam.gov/portal/public/SAM/>. It is the Offeror's responsibility to ensure that the information provided in each certification/representation is completed truthfully and completely. Failure of an Offeror to complete their online certification/representations prior to the close of the Solicitation (to include listing of the applicable NAICS code, "active status", or applicable size standards) will result in their offer being deemed non-responsive and eliminated from consideration of the award.

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services. OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022) The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

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

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

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

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

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

*Sensitive technology*—

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

*Service-disabled veteran-owned small business concern*—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one

or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

*Small business concern—*

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

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

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and

unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

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

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

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

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

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

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

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

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

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

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

(3) *Service-disabled veteran-owned small business concern.* *[ Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that—

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*

(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.)

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

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

(1)

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

(ii) The Offeror shall list as foreign end products those end products manufactured in

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

[List as necessary]

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

(g)

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

(i)

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

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

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

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

Line Item No	Country of Origin

[List as necessary]



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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. \_\_\_\_

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No	Country of Origin


[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

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

Line Item No	Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No	Country of Origin

[List as necessary]

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

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or



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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Line Item No	Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute

the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

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

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

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

that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name:\_\_\_\_\_.

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees

or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

*Alternate I (Oct 2014).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

52.211-6	Brand name or Equal (Aug 1999)
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**52.211-6 Brand Name or Equal (Aug 1999)**

12805B23Q0059

Repair automated temperature controls and equipment

**SALIENT CHARACTERISTICS**

**UHU5 Modine Heater motor**

**UHU7 Modine Heater motor**

**Aquastat**

**\*\*END OF FAR PROVISIONS\*\***

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## Statement of Work (SOW)

### Project: USDA Greenhouse automated equipment & heating repairs

#### GENERAL INFORMATION

- 1.0 Scope of Work:** To repair Johnson Controls automated equipment on 3 greenhouses and make sure they are operating correctly. Also, to fix 2 Modine heaters in preparation for colder weather.
- 2.0 Background:** To repair automated temperature controls and equipment in preparation for colder weather and peak greenhouse usage by researchers.

#### CONTRACTOR REQUIREMENTS

- 3.0 Technical Requirements/Tasks:** Replace or repair House 16 UHU5 Modine Heater motor, repair or replace House 17 UHU7 Modine Heater motor, repair or replace House 16 Aquastat so that heaters sync with automated controls, repair, or replace pneumatic valves or components to Houses 17 & 18 which are suspected to be the cause of components such as side vents remaining in the open position. Troubleshoot and adjust Johnson Control DX9100 units for Houses 16, 17 and 18 to make sure all components are working properly and within prescribed set points.
- 4.0 Government Furnished:** The USDA is a locked facility and will require access by personnel. If any DX9100 controls require replacement, there are a couple spares on hand at the greenhouse to be used.
- 5.0 Deliverables / Schedule:** Completed within 14 days of date of award.
- 6.0 Place of Performance:** USDA Greenhouse 806 Wallace Road Ames IA 50011
- 7.0 Technical Point of Contact:** Leslie Elliott 515-294-7418 [leslie.elliott@usda.gov](mailto:leslie.elliott@usda.gov)



"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4975 Revision No.: 18 Date Of Last Revision: 07/01/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Iowa

Area: Iowa County of Story

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.56
01012 - Accounting Clerk II		18.58
01013 - Accounting Clerk III		20.79
01020 - Administrative Assistant		23.08
01035 - Court Reporter		19.77
01041 - Customer Service Representative I		14.39***
01042 - Customer Service Representative II		15.70
01043 - Customer Service Representative III		17.62
01051 - Data Entry Operator I		14.64***
01052 - Data Entry Operator II		15.97
01060 - Dispatcher Motor Vehicle		20.44
01070 - Document Preparation Clerk		15.75
01090 - Duplicating Machine Operator		15.75
01111 - General Clerk I		14.59***
01112 - General Clerk II		15.92
01113 - General Clerk III		17.87

01120 - Housing Referral Assistant	22.04
01141 - Messenger Courier	12.84***
01191 - Order Clerk I	15.59
01192 - Order Clerk II	18.54
01261 - Personnel Assistant (Employment) I	17.67
01262 - Personnel Assistant (Employment) II	20.39
01263 - Personnel Assistant (Employment) III	23.30
01270 - Production Control Clerk	24.79
01290 - Rental Clerk	13.51***
01300 - Scheduler Maintenance	17.67
01311 - Secretary I	17.67
01312 - Secretary II	19.77
01313 - Secretary III	22.04
01320 - Service Order Dispatcher	17.67
01410 - Supply Technician	23.08
01420 - Survey Worker	17.88
01460 - Switchboard Operator/Receptionist	14.07***
01531 - Travel Clerk I	13.92***
01532 - Travel Clerk II	14.80***
01533 - Travel Clerk III	15.76
01611 - Word Processor I	15.75
01612 - Word Processor II	17.67
01613 - Word Processor III	19.77
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.31
05010 - Automotive Electrician	21.36
05040 - Automotive Glass Installer	20.03
05070 - Automotive Worker	20.03
05110 - Mobile Equipment Servicer	18.10
05130 - Motor Equipment Metal Mechanic	22.66
05160 - Motor Equipment Metal Worker	20.03
05190 - Motor Vehicle Mechanic	22.66
05220 - Motor Vehicle Mechanic Helper	17.33
05250 - Motor Vehicle Upholstery Worker	18.88
05280 - Motor Vehicle Wrecker	20.03
05310 - Painter Automotive	21.36
05340 - Radiator Repair Specialist	20.03
05370 - Tire Repairer	17.51
05400 - Transmission Repair Specialist	22.66
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.31***
07041 - Cook I	14.70***
07042 - Cook II	16.83
07070 - Dishwasher	9.46***
07130 - Food Service Worker	11.31***
07210 - Meat Cutter	14.16***
07260 - Waiter/Waitress	9.41***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.96
09040 - Furniture Handler	15.47
09080 - Furniture Refinisher	23.96
09090 - Furniture Refinisher Helper	18.22
09110 - Furniture Repairer Minor	21.04
09130 - Upholsterer	23.96
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.00***
11060 - Elevator Operator	14.00***
11090 - Gardener	20.28
11122 - Housekeeping Aide	14.36***
11150 - Janitor	14.36***
11210 - Laborer Grounds Maintenance	16.01
11240 - Maid or Houseman	12.33***
11260 - Pruner	14.58***
11270 - Tractor Operator	18.82
11330 - Trail Maintenance Worker	16.01

11360 - Window Cleaner	15.80
12000 - Health Occupations	
12010 - Ambulance Driver	20.84
12011 - Breath Alcohol Technician	20.84
12012 - Certified Occupational Therapist Assistant	27.81
12015 - Certified Physical Therapist Assistant	27.52
12020 - Dental Assistant	22.41
12025 - Dental Hygienist	36.88
12030 - EKG Technician	30.73
12035 - Electroneurodiagnostic Technologist	30.73
12040 - Emergency Medical Technician	20.84
12071 - Licensed Practical Nurse I	18.12
12072 - Licensed Practical Nurse II	20.27
12073 - Licensed Practical Nurse III	22.60
12100 - Medical Assistant	18.05
12130 - Medical Laboratory Technician	23.47
12160 - Medical Record Clerk	18.57
12190 - Medical Record Technician	22.41
12195 - Medical Transcriptionist	18.92
12210 - Nuclear Medicine Technologist	44.56
12221 - Nursing Assistant I	11.93***
12222 - Nursing Assistant II	13.41***
12223 - Nursing Assistant III	14.63***
12224 - Nursing Assistant IV	16.42
12235 - Optical Dispenser	19.10
12236 - Optical Technician	18.12
12250 - Pharmacy Technician	17.61
12280 - Phlebotomist	15.80
12305 - Radiologic Technologist	25.30
12311 - Registered Nurse I	24.62
12312 - Registered Nurse II	30.12
12313 - Registered Nurse II Specialist	30.12
12314 - Registered Nurse III	36.45
12315 - Registered Nurse III Anesthetist	36.45
12316 - Registered Nurse IV	43.68
12317 - Scheduler (Drug and Alcohol Testing)	25.81
12320 - Substance Abuse Treatment Counselor	29.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.75
13012 - Exhibits Specialist II	26.95
13013 - Exhibits Specialist III	32.97
13041 - Illustrator I	21.75
13042 - Illustrator II	26.95
13043 - Illustrator III	32.97
13047 - Librarian	29.84
13050 - Library Aide/Clerk	17.71
13054 - Library Information Technology Systems Administrator	26.95
13058 - Library Technician	21.75
13061 - Media Specialist I	19.44
13062 - Media Specialist II	21.75
13063 - Media Specialist III	24.25
13071 - Photographer I	19.44
13072 - Photographer II	21.75
13073 - Photographer III	26.95
13074 - Photographer IV	32.97
13075 - Photographer V	39.87
13090 - Technical Order Library Clerk	22.23
13110 - Video Teleconference Technician	19.44
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.55
14042 - Computer Operator II	20.75
14043 - Computer Operator III	23.12
14044 - Computer Operator IV	25.70
14045 - Computer Operator V	28.46

14071 - Computer Programmer I	(see 1)	22.64
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.55
14160 - Personal Computer Support Technician		27.02
14170 - System Support Specialist		30.00
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.86
15020 - Aircrew Training Devices Instructor (Rated)		37.33
15030 - Air Crew Training Devices Instructor (Pilot)		44.75
15050 - Computer Based Training Specialist / Instructor		30.86
15060 - Educational Technologist		34.90
15070 - Flight Instructor (Pilot)		44.75
15080 - Graphic Artist		24.43
15085 - Maintenance Test Pilot Fixed Jet/Prop		44.14
15086 - Maintenance Test Pilot Rotary Wing		44.14
15088 - Non-Maintenance Test/Co-Pilot		44.14
15090 - Technical Instructor		23.80
15095 - Technical Instructor/Course Developer		29.12
15110 - Test Proctor		19.21
15120 - Tutor		19.21
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		11.08***
16030 - Counter Attendant		11.08***
16040 - Dry Cleaner		12.66***
16070 - Finisher Flatwork Machine		11.08***
16090 - Presser Hand		11.08***
16110 - Presser Machine Drycleaning		11.08***
16130 - Presser Machine Shirts		11.08***
16160 - Presser Machine Wearing Apparel Laundry		11.08***
16190 - Sewing Machine Operator		13.38***
16220 - Tailor		14.17***
16250 - Washer Machine		11.61***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.96
19040 - Tool And Die Maker		29.38
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		22.04
21030 - Material Coordinator		24.79
21040 - Material Expediter		24.79
21050 - Material Handling Laborer		17.77
21071 - Order Filler		14.08***
21080 - Production Line Worker (Food Processing)		22.04
21110 - Shipping Packer		18.11
21130 - Shipping/Receiving Clerk		18.11
21140 - Store Worker I		13.75***
21150 - Stock Clerk		18.29
21210 - Tools And Parts Attendant		22.04
21410 - Warehouse Specialist		22.04
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.88
23019 - Aircraft Logs and Records Technician		21.04
23021 - Aircraft Mechanic I		25.42
23022 - Aircraft Mechanic II		26.88
23023 - Aircraft Mechanic III		28.32
23040 - Aircraft Mechanic Helper		19.20
23050 - Aircraft Painter		23.96
23060 - Aircraft Servicer		21.04
23070 - Aircraft Survival Flight Equipment Technician		23.96
23080 - Aircraft Worker		22.47
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		22.47

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	25.42
II		
23110	- Appliance Mechanic	23.96
23120	- Bicycle Repairer	19.64
23125	- Cable Splicer	25.42
23130	- Carpenter Maintenance	22.33
23140	- Carpet Layer	22.47
23160	- Electrician Maintenance	28.79
23181	- Electronics Technician Maintenance I	24.42
23182	- Electronics Technician Maintenance II	26.02
23183	- Electronics Technician Maintenance III	27.60
23260	- Fabric Worker	21.04
23290	- Fire Alarm System Mechanic	25.42
23310	- Fire Extinguisher Repairer	19.64
23311	- Fuel Distribution System Mechanic	25.42
23312	- Fuel Distribution System Operator	19.64
23370	- General Maintenance Worker	22.17
23380	- Ground Support Equipment Mechanic	25.42
23381	- Ground Support Equipment Servicer	21.04
23382	- Ground Support Equipment Worker	22.47
23391	- Gunsmith I	19.64
23392	- Gunsmith II	22.47
23393	- Gunsmith III	25.42
23410	- Heating Ventilation And Air-Conditioning Mechanic	27.97
23411	- Heating Ventilation And Air Contidioning Mechanic (Research Facility)	29.58
23430	- Heavy Equipment Mechanic	25.43
23440	- Heavy Equipment Operator	24.55
23460	- Instrument Mechanic	25.42
23465	- Laboratory/Shelter Mechanic	23.96
23470	- Laborer	17.77
23510	- Locksmith	23.96
23530	- Machinery Maintenance Mechanic	29.38
23550	- Machinist Maintenance	23.34
23580	- Maintenance Trades Helper	18.22
23591	- Metrology Technician I	25.42
23592	- Metrology Technician II	26.88
23593	- Metrology Technician III	28.32
23640	- Millwright	25.42
23710	- Office Appliance Repairer	23.96
23760	- Painter Maintenance	20.36
23790	- Pipefitter Maintenance	25.42
23810	- Plumber Maintenance	23.96
23820	- Pneudraulic Systems Mechanic	25.42
23850	- Rigger	25.42
23870	- Scale Mechanic	22.47
23890	- Sheet-Metal Worker Maintenance	27.89
23910	- Small Engine Mechanic	22.47
23931	- Telecommunications Mechanic I	30.56
23932	- Telecommunications Mechanic II	32.31
23950	- Telephone Lineman	25.42
23960	- Welder Combination Maintenance	22.72
23965	- Well Driller	25.42
23970	- Woodcraft Worker	25.42
23980	- Woodworker	19.64
24000	- Personal Needs Occupations	
24550	- Case Manager	16.78
24570	- Child Care Attendant	10.62***
24580	- Child Care Center Clerk	13.25***
24610	- Chore Aide	13.89***
24620	- Family Readiness And Support Services Coordinator	16.78
24630	- Homemaker	17.66

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.42
25040 - Sewage Plant Operator	23.96
25070 - Stationary Engineer	25.42
25190 - Ventilation Equipment Tender	18.22
25210 - Water Treatment Plant Operator	23.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.40
27007 - Baggage Inspector	13.55***
27008 - Corrections Officer	22.35
27010 - Court Security Officer	20.95
27030 - Detection Dog Handler	18.66
27040 - Detention Officer	22.35
27070 - Firefighter	19.70
27101 - Guard I	13.55***
27102 - Guard II	18.66
27131 - Police Officer I	28.99
27132 - Police Officer II	32.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.90***
28042 - Carnival Equipment Repairer	14.99***
28043 - Carnival Worker	10.73***
28210 - Gate Attendant/Gate Tender	14.23***
28310 - Lifeguard	12.68***
28350 - Park Attendant (Aide)	15.92
28510 - Recreation Aide/Health Facility Attendant	11.62***
28515 - Recreation Specialist	19.72
28630 - Sports Official	12.68***
28690 - Swimming Pool Operator	19.08
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.47
29020 - Hatch Tender	22.47
29030 - Line Handler	22.47
29041 - Stevedore I	21.05
29042 - Stevedore II	23.96
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.37
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.53
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.42
30021 - Archeological Technician I	18.59
30022 - Archeological Technician II	20.79
30023 - Archeological Technician III	25.76
30030 - Cartographic Technician	25.76
30040 - Civil Engineering Technician	36.30
30051 - Cryogenic Technician I	31.26
30052 - Cryogenic Technician II	34.53
30061 - Drafter/CAD Operator I	18.59
30062 - Drafter/CAD Operator II	20.79
30063 - Drafter/CAD Operator III	23.18
30064 - Drafter/CAD Operator IV	28.53
30081 - Engineering Technician I	17.34
30082 - Engineering Technician II	19.46
30083 - Engineering Technician III	21.77
30084 - Engineering Technician IV	26.96
30085 - Engineering Technician V	32.98
30086 - Engineering Technician VI	39.91
30090 - Environmental Technician	26.53
30095 - Evidence Control Specialist	28.22
30210 - Laboratory Technician	22.40
30221 - Latent Fingerprint Technician I	31.26
30222 - Latent Fingerprint Technician II	34.53
30240 - Mathematical Technician	25.76
30361 - Paralegal/Legal Assistant I	19.03
30362 - Paralegal/Legal Assistant II	23.63
30363 - Paralegal/Legal Assistant III	28.90

30364 - Paralegal/Legal Assistant IV	34.98
30375 - Petroleum Supply Specialist	34.53
30390 - Photo-Optics Technician	27.59
30395 - Radiation Control Technician	34.53
30461 - Technical Writer I	25.76
30462 - Technical Writer II	31.52
30463 - Technical Writer III	38.12
30491 - Unexploded Ordnance (UXO) Technician I	26.29
30492 - Unexploded Ordnance (UXO) Technician II	31.81
30493 - Unexploded Ordnance (UXO) Technician III	38.13
30494 - Unexploded (UXO) Safety Escort	26.29
30495 - Unexploded (UXO) Sweep Personnel	26.29
30501 - Weather Forecaster I	31.26
30502 - Weather Forecaster II	38.02
30620 - Weather Observer Combined Upper Air Or (see 2)	23.18
Surface Programs	
30621 - Weather Observer Senior (see 2)	27.31
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.81
31020 - Bus Aide	14.89***
31030 - Bus Driver	20.24
31043 - Driver Courier	15.93
31260 - Parking and Lot Attendant	13.69***
31290 - Shuttle Bus Driver	15.81
31310 - Taxi Driver	13.46***
31361 - Truckdriver Light	17.39
31362 - Truckdriver Medium	18.04
31363 - Truckdriver Heavy	22.37
31364 - Truckdriver Tractor-Trailer	22.37
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.51
99030 - Cashier	11.27***
99050 - Desk Clerk	11.20***
99095 - Embalmer	27.89
99130 - Flight Follower	26.29
99251 - Laboratory Animal Caretaker I	14.86***
99252 - Laboratory Animal Caretaker II	16.02
99260 - Marketing Analyst	29.17
99310 - Mortician	27.89
99410 - Pest Controller	22.84
99510 - Photofinishing Worker	13.82***
99710 - Recycling Laborer	17.60
99711 - Recycling Specialist	20.70
99730 - Refuse Collector	16.02
99810 - Sales Clerk	13.63***
99820 - School Crossing Guard	15.26
99830 - Survey Party Chief	26.36
99831 - Surveying Aide	14.12***
99832 - Surveying Technician	19.93
99840 - Vending Machine Attendant	19.77
99841 - Vending Machine Repairer	24.39
99842 - Vending Machine Repairer Helper	19.77

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and



related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary

affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."