



**United States Department of Agriculture (USDA)
Natural Resources Conservation Service (NRCS)
Interpreter Services - ASL
Wisconsin**

FOR SOLICITATION INFORMATION:

**Kristin Gilliland
Contracting Officer
kristin.gilliland@usda.gov**

**Nancy Deberry (Ctr)
Contract Specialist
Nancy.Deberry@usda.gov**

OFFER DUE DATE/LOCAL TIME:

**February 6, 2023
10:00 AM Central Time**

A Solicitation/Contract Form

A.1 SF 1449 – to be provided upon award

A.2 Department/Agency

A.2.1 United States Department of Agriculture (USDA)
Natural Resources Conservation Service (NRCS)

A.3 Contracting Office

A.3.1 Farm Production and Conservation - Business Center
Acquisition and Procurement Division, Central Section - Operations Branch

A.4 Contracting Officer

A.4.1 Kristin Gilliland, email:
Kristin.Gilliland@usda.gov

A.4.2 Any USDA FPAC BC Contracting Officer can act on this contract should the need arise.

A.4.3 A Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. Only the contracting officer has authority to: (1) increase or decrease the award amount; (2) direct or negotiate any changes; (3) modify or extend the period of performance; (4) change the schedule of completion; (5) authorize payment under this order; (6) otherwise modify any terms or conditions of this Contract.

A.7 Program Office/Contracting Officer's Representative

A.7.1 Natural Resources Conservation Service, Wisconsin

A.6.2 Contracting Officer's Representative (COR)

A.6.2.1 To Be Determined

A.6.2.2 The COR is an individual designated in writing by the Contracting Officer (CO) to act as an authorized representative of the CO to perform specific contract administrative functions within the scope and limitations as defined by the CO in the COR's appointment letter. This letter specifies the extent of the COR's authority to act on behalf of the CO. If the contractor does not receive a copy of the COR appointment letter, the contractor is required to request a copy of it from the CO prior to commencing work. Individuals not designated in writing as a COR by the CO are not considered a COR and do not have the authority delegated to the COR. If the contractor considers any action or inaction by a COR, any other government employee (such as an inspector), or representative or agent of the government as a change to the contract terms and conditions they must notify the contracting officer immediately and not proceed with any such change until approved by the contracting officer.

End of Section

B SF 1449 Services/Supplies and Prices/Costs

B.1 Contract Type

B.1.1 Labor Hour

B.2 Pricing

B.2.1 The estimated number of hours per year is approximately 1,500 hours

B.2.2 The hourly rate for interpreter services, primarily located in Madison, WI, for each period (to be provided upon award):

B.2.2.1 Base Period (03/01/2023 – 02/28/2024): \$

B.2.2.2 Option Period One (03/01/2024 – 02/28/2025): \$

B.2.2.3 Option Period Two (03/01/2025 – 02/28/2026): \$

End of Section

C Performance Work Statement

C.1 Background

- C.1.1 NRCS Wisconsin currently employs one fulltime Wetland Compliance employee who identifies as deaf or hard of hearing. Interpreter services are needed to carry out employment responsibilities such as conducting field visits, attending trainings and workshops, group meetings and agency-sponsored events. Additionally, acquiring Interpreter Services for potential Deaf and Hard of Hearing to conduct official business with customers and future hires similarly.
- C.1.2 Wisconsin USDA-NRCS Deaf and Hard of Hearing (HoH) Interpreter Services; Primary purpose is to acquire Sign Language Interpreting Services for NRCS employees, applicants, visitors and for agency-sponsored events as approved by NRCS management.
- C.1.3 Wisconsin NRCS wishes to establish a contract for this service for one (1) base year and two (2) one-year options periods.

C.2 Scope

- C.2.1 Contractor shall provide as needed, in-person sign language interpretation services for various meetings, training, etc. primarily located at the Wisconsin State Office, to include interpreting spoken/written English into signed English and American Sign Language (ASL), and interpreting ASL and signed English back into spoken English. The Contractor shall provide an onsite interpreter who shall perform the work identified in this PWS.
 - C.2.1.1 The primary purpose of the resulting contract is to acquire *geographically localized Sign Language Interpreting services as approved by the Contracting Officer's Technical Representative (COR). These as needed services are required to support onsite visits and meetings with landowners, agricultural producers, and partners in Wisconsin, as well as in-person training, meetings, and conferences. Due to the specialized mission and environment in which NRCS employees operate, acquiring and maintaining familiarity with specialized terminology, especially applicable to federal regulations, procedures and provisions related to wetland compliance and soil science is critical to successful performance.

*For the purposes of this requirement, "geographically localized" means personnel assigned to the resulting contract should be located within a 50 miles radius of the NRCS facility.
 - C.2.1.2 All interpreters provided under this contract shall be licensed as Wisconsin Department of Safety and Professional Services (WI-DSPS). The Contractor shall be responsible for obtaining all necessary licenses and for complying with all applicable Federal, State, and local laws. The Contractor shall maintain updated copies of any applicable licenses and certifications for all Contractor personnel and make available to the Government upon request.
 - C.2.1.3 A sample list of onsite interpretation events is provided below. This list is not inclusive and is subject to change dependent upon the requirements of the NRCS Facility.
 - C.2.1.3.1 An interpreter is needed for services at:

1. Staff Meetings

2. Onsite support with producers and landowners
3. Committee meetings
4. On the Job Training (OJT)
5. Formal training, (mandatory computer training)
6. Project Teams/Process Improvement meetings
7. Performance/administrative support
8. Special events (health fair, picnics, retirements, Combined Federal Campaign (CFC) activities, awards ceremonies, special emphasis programs)

C.2.2 Federal Holidays are as follows:

C.2.2.1 New Year's Day (January 1st)

C.2.2.2 Martin Luther King Day (Third Monday in January)

C.2.2.3 President's Day (Third Monday in February)

C.2.2.4 Memorial Day (Last Monday in May)

C.2.2.5 Juneteenth (June 19th)

C.2.2.6 Independence Day (July 4th)

C.2.2.7 Labor Day (First Monday in September)

C.2.2.8 Columbus Day (Second Monday in October)

C.2.2.9 Veterans Day (November 11th)

C.2.2.10 Thanksgiving Day (Fourth Thursday in November)

C.2.2.11 Christmas Day (December 25th)

C.2.2.12 In addition to the days designated as holidays, the Government observes the following days:

1C.2.2.12 Any other day designated by Federal Statute;

2C.2.2.12 Any other day designated by Executive Order;

3C.2.2.12 Any other day designated by President's Proclamation.

C.2.2.13 It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized premium pay.

C.3 Location of Service

C.3.1 USDA NRCS Wisconsin requires service located at NRCS Wisconsin State Office Madison, WI 53717-2913 as well as various farms, homesteads, and other properties within the state of Wisconsin.

C.4 Contractor Requirements

C.4.1 The Contractor is responsible for providing qualified and fully vetted interpreting services upon request for short and long-term engagements supporting USDA NRCS deaf and hard of hearing employee. The contractor shall be responsible for all coordination of services from receipt of request through fulfillment of the request.

C.4.2 Due to the specialized mission and environment in which NRCS employees operate, acquiring and maintaining familiarity with specialized terminology, especially applicable to federal regulations, procedures and provisions related to wetland compliance and soil science is critical to successful performance.

C.4.3 The contractor shall:

C.4.3.1 Provide qualified and vetted interpreters with the qualifications as stated in this PWS.

C.4.3.2 Schedule and manage service requests ensuring all requests are fulfilled.

C.4.3.3 Ensure all services are provided in a quality manner in compliance with this PWS via a sound quality control program.

C.4.3.4 Identify a **limited pool** of qualified interpreters to provide the majority of these services to the USDA NRCS employee. This pool of qualified interpreters should be geographically located within a 50-mile radius of the NRCS Wisconsin facility/location. This will allow interpreters to continuity and consistency of services for employees requiring these services.

C.4.3.5 Ensure interpreters are provided with educational materials available from the COR such as videos, briefing materials, mission statements and speeches. Interpreters should also be familiar with information on the agency's website.

C.4.4 Travel

C.4.4.1 Travel between field offices may be required to support the agency mission. Travel within the state occasionally for producer site visits, training, and various meetings.

C.4.4.2 Any travel that may require an overnight stay must be requested through the Contracting Officer Representative (COR) to the CO at least 10 days PRIOR to the event. Travel will be confined to the state of Wisconsin. ***Note: Payment will only be made for trips fully completed and shall not exceed GSA per diem standards.***

C.4.4.3 When same day travel is required, the contractor shall use POV.

C.5 Level of Effort

C.5.1 Based on the number of possible concurrent sign language interpretation events that shall inhibit the On-site interpreter from providing interpretation services for all requirements, the Government requires that the Contractor have at least three (3) additional qualified and certified interpreters

available to perform under this PWS. The daily performance hours for Additional Services Interpreters will vary according to daily needs but will not be required more than 8 hours per workday. Additional Services Interpreters will provide services in 2-hour block sessions. The Contractor shall submit resumes and other supporting documents listing relevant qualifications, certifications, background, and knowledge in sufficient detail to demonstrate the capability of Additional Services Interpreters before services are performed.

C.6 Specific Tasks

C.6.1 Sign Language Interpretation Services

C.6.1.1 The Contractor shall assume the responsibility for meeting the requirements as specified in the PWS. Onsite sign language interpretation services shall include all tasks required to ensure that the program requirements of the NRCS Facility are met. The Contractor shall provide qualified sign language interpreters upon request and monitor the quality of services provided. Scheduled interpreters shall arrive at least 30 minutes prior to the scheduled event to allow individuals and interpreters to meet beforehand, review any specialized vocabulary, and share individual preferences for communication and signing styles. These tasks may include, but are not limited to the following

C.7 Non-Personal Services

C.7.1 The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately. Contractor employees are not supervised by NRCS employees. They are to receive their direction from the Contractor. NRCS employees may provide contractor employees instructions on how to follow NRCS policy and procedures, perform tasks, provide orientation, assign tasks and review work results to ensure contractor employees perform correctly.

C.7.2 To counter the circumstances that infer personal services and to preserve the non-personal nature of this contract, the Contractor shall adhere to the following guidelines in the performance of the contract:

C.7.2.1 Provide for direct supervision of all contract employees assigned to the task.

C.7.2.2 Refrain from discussing issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the COR.

C.7.2.3 Ensure close communication/coordination with the COR, reporting problems to the COR as they occur.

C.7.2.4 Do not permit government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain

assistance from the contractor in doing Government job.

- C.7.2.5 Do not assign contractor personnel to work under direct government supervision.
- C.7.2.6 Provide contractor employees with badges, if appropriate, identifying them as contractors.
- C.7.2.7 Ensure proper communications with the government (technical discussion and government surveillance is okay), but the government cannot interfere with the contractor's legitimate exercise of discretion in meeting contractual requirements.
- C.7.2.8 If travel is required for the performance on a task or training, the contractor personnel are only to travel as directed by their contract management.

C.8 Business Relations

- C.8.1 The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The Contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all Contractor personnel.

C.9 Contract Administration and Management

- C.9.1 The Contractor shall furnish all management, supervision, labor, materials, equipment and resources needed to provide the services described in this document.
- C.9.2 The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to performance of the contract. The Contractor must maintain continuity between the support operations at various locations within the NRCS and the Contractor's corporate offices.
- C.9.3 The Contractor shall establish processes and assign appropriate resources to effectively administer the contract. The Contractor shall respond to Government requests for contractual actions in a timely fashion. The Contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.
- C.9.4 The Contractor will notify the Government within 10 calendar days of any changes to employees under this contract.

C.10 Non-Disclosure, Civil Rights, Privacy and Program Delivery

- C.10.1 Work performance required by this requirement will involve access to potentially sensitive information about governmental and landowner issues. The Contractor and all Contractor employees must comply with the terms of AGAR 452.224-70, Confidentiality of Information, as well as provisions of the Privacy Act of 1974, 5 U.S.C. 552a. Additionally, the Contractor's employees must sign a NRCS Conservation Cooperator Certification form and comply with privacy of personal information relating to natural resources conservation programs in accordance with Section 1619 of the Food, Conservation, and Energy Act of 2008 which provides that USDA, or any "contractor or cooperator" of USDA, "shall not disclose—(A)

information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in the programs of the Department; or (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.” USDA may disclose protected information to a USDA cooperator when such cooperator is “providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices” if USDA determines that the protected information will not be subsequently disclosed, except in accordance with the exceptions contained in Section 1619.

- C.10.2 The Contractor will ensure that personnel prohibit discrimination in all aspects of programs and activities related to this Contract based on race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. The Contractor shall employ only persons able to speak, read, write, and understand English fluently for those positions interacting with Government personnel and customers in the performance of this contract, and where English is necessary to provide a service under this contract.
- C.10.3 The Contractor’s personnel shall comply with privacy of personal information relating to natural resources conservation programs in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (P.L. 1078-171) and Section 1619 of Title I of the Food, Conservation, and Energy Act of 2008. The Contractor’s employees shall not disclose contents of USDA, FPAC, or NRCS case files and/or records to anyone other than authorized United States Department of Agriculture employees without the express written consent of the NRCS Freedom of Information Act and Privacy Act Officer.

C.11 Scheduling Services

- C.11.1 Appointments may be arranged and confirmed via email. Additional interpreters are permitted, after consulting with the COR a week prior to the event, when the length of the appointment is such that a single interpreter cannot provide adequate service without frequent or lengthy breaks. The number of additional interpreters shall be kept to the minimum necessary to provide quality service.
- C.11.2 Interpreter services, that require additional interpreters, beyond events which can be handled by the On-Site interpreter, shall be coordinated at least 72 business hours in advance, Monday through Friday, 6:30 a.m. to 6:00 p.m. Central Time. If, however, the Government should require interpreters with less than 48 hours’ notice, the Contractor shall attempt to provide an interpreter, but the Government understands that the Contractor may not always be able to comply with such a request. The Government may cancel the services no less than 48 business hours in advance Monday through Friday, with no penalty or charges assessed. If the Contractor is not notified of a cancellation 48 hours prior to the scheduled assignment, the Contractor may invoice for the number of hours scheduled for the assignment. If a Sign Language Interpreter appears for an assignment and the necessary parties fail to appear within 30 minutes of the assignment, the interpreter must contact the COR for approval to leave. If the Contractor is scheduled for a session and the COR allows the Contractor to leave without providing services within the scheduled session, the Contractor is allowed to invoice for the minimum number of hours allowed per session. If the Contractor cannot attend a scheduled event, the Contractor shall provide 48 hours’ notice to the COR. The Government shall not incur any charges associated with Contractor cancellation. For kept appointments, chargeable time shall begin at the designated appointment time and end when the assignment is complete.

All services that require additional interpreters shall be billed at a two (2) hour minimum. The Government shall only pay for interpreters providing service, and no one else.

C.12 Recordkeeping

- C.12.1 The Contractor shall keep an accurate record of all events that requested sign language interpretation services, whether they were serviced, the number of interpreters required, and the length of service time. These records will be used to determine actual workload and demand requirements of the NRCS Facility. All documentation, records and databases, as described in this PWS, are the property of the Government.

End of Section

D Reserved

End of Section

E Inspection and Acceptance

E.1 Acceptance of service will be upon invoice receipt.

E.1.1 Acceptance will be determined by the Contracting Officer Representative (COR).

E.1.2 Acceptance will be based on if the requirements under Section C are met.

E.1.3 The Contracting Officer Representative or Contracting Officer reserves the right to inspect all services required under the contract for acceptability as needed.

End of Section

F Performance

F.1 Period of Performance

F.1.1 The period of performance for this award shall be for a base period and two (2) one (1) year option periods.

F.1.2 Dates:

F.1.2.1 Base Period (03/01/2023 – 02/28/2024)

F.1.2.2 Option Period One (03/01/2024 – 02/28/2025)

F.1.2.3 Option Period Two (03/01/2025 – 02/28/2026)

End of Section

G Invoicing

G.1 Farm Production and Conservation (FPAC) Clauses

G.1.1 FPAC 4I-52.232-70 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP)

(a) Invoices must be submitted electronically through the U.S. Department of the Treasury’s Invoice Processing Platform System (IPP). The Contractor must use the IPP website (<https://www.ipp.gov>) for submitting invoices. Invoices submitted by means other than IPP will not be accepted unless the Contracting Officer authorizes alternate procedures in writing.

(b) Under this contract, the following document(s) are required to be submitted as attachment(s) to the IPP invoice:

One (1) invoice should be submitted monthly.

Invoices shall have supporting documents attached within in IPP. The supporting documents should include a breakdown of the total amount. Travel costs must be broken down by the individual traveler and documentation supporting the costs being invoiced must be attached and clearly indicate the traveler it is associated with. POV mileage documentation must include the actual mileage traveled for the invoiced trip. The remaining non-travel amount must be broken down into the individual labor category and rate identified in this contract and the quantity of hours expended. No other amounts shall be listed on an invoice.

Invoices and supporting documentation shall be attached within the Invoice Processing Platform (IPP) and shall not be submitted directly to the Contracting Officer.

(End of clause)

G.2 Payment

G.2.1 USDA pays for services in arrears (after service is completed). No payments will be made prior to the completion of service.

G.2.2 Payment will be made after receipt of invoice or acceptance of service whichever is later. Payment will be made via Electronic Funds Transfer.

End of Section

H Special Contract Requirements

H.1 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.

H.2 Limitation of Authority

The government assigned Project or Program Manager, Task POC, or COR are responsible for monitoring the Contractor's performance. Any proposed modifications to the task order, such as changes to the scope of work, or to the terms and conditions of the task order must be authorized by the Contracting Officer.

H.3 Confidentiality of Information

(a) Confidential information, as used in this clause, means --

(1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure,

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

H.4 Conflict of Interest

If for any reason the agency or the Contractor determines that the Contractor faces a potential, perceived, or real conflict of interest, the agency shall notify the Contractor or the Contractor shall notify the agency, and the Contractor shall cease all work on, reassign the task, or proceed at the discretion of the agency. At the agency's option, the Contractor may provide an acceptable replacement.

H.5 Professional Conduct

Contractor employees shall observe and maintain themselves in accordance with professional standards according to their location. Attire should be consistent with professional standards. They shall not engage in private activities for personal gain or any other unauthorized purpose while on Government- owned or leased property, nor may Government time or equipment be utilized for these purposes.

H.6 FPAC 4I-52.233-70 Protests to the Agency

(a) An agency protest filed with the contracting officer shall be sent to the contracting officer's mailing address or email address listed in the solicitation. The contractor should contact the contracting officer to verify the mailing or email address prior to delivering a protest.

(b) The independent review of a contracting officer's decision regarding a protest described at FAR 33.103(d)(4) is not available as an alternative to consideration of the protest by the contracting officer. An independent review is available only as an appeal of the contracting officer's decision on a protest. An appeal must be filed within 10 calendar days of the protestor's receipt of the contracting officer's decision, otherwise the appeal will be deemed untimely and not considered. The appeal must be directed to the Head of the Contracting Activity but sent to the contracting officer.

(c) The protest must contain all of the elements required by FAR 33.103(d)(2). Failure to substantially comply with any of the requirements of FAR 33.103(d)(2) may be grounds for dismissal of the protest.

End of Section

I Contract Clauses

I.1 Agriculture Acquisition Regulation (AGAR)

I.1.1 452.204-70, Modification for Contract Closeout (DEVIATION JULY 2022)

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

(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.”

(End of clause)

I.1.2 452.222-70 Labor Law Violations.

In accepting this contract award, the contractor certifies that it is in compliance with all applicable labor laws and that, to the best of its knowledge, its subcontractors of any tier, and suppliers, are also in compliance with all applicable labor laws. The Department of Agriculture will vigorously pursue corrective action against the contractor and/or any tier subcontractor (or supplier) in the event of a violation of labor law(s) made in the provision of supplies and/or services under this or any other government contract. The contractor is responsible for promptly reporting to the contracting officer if and when adjudicated evidence of noncompliance occurs. The Department of Agriculture considers certification under this clause to be a certification for purposes of the False Claims Act. The Department will cooperate as appropriate regarding labor laws applicable to the contract which are enforced by other agencies. Applicable Labor Laws include:

- (a) The Fair Labor Standards Act;
- (b) The Occupational Safety and Health Act;
- (c) The Migrant and Seasonal Agricultural Workers Protection Act;
- (d) The National Labor Relations Act;
- (e) The Davis-Bacon Act;
- (f) The Service Contract Act;
- (g) Executive Order 11246 (Equal Employment Opportunity);
- (h) Section 503 of the Rehabilitation Act of 1973;
- (i) The Vietnam Era Veterans' Readjustment Assistance Act;
- (j) The Family and Medical Leave Act;
- (k) Title VII of the Civil Rights Act of 1964;
- (l) The Americans with Disabilities Act of 1990;
- (m) The Age Discrimination in Employment Act of 1967;
- (n) Executive Order 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (o) Equivalent State laws, as defined by the Secretary of Labor in guidance.
- (p) Executive Order 13627 (Strengthening Protections Against Trafficking in Persons in Federal Contracts)

The contractor and any subcontractors shall incorporate into lower tier subcontracts a requirement that the information described above be provided to the contractor.

(End of clause)

I.1.3 452.222-71 Past Performance Labor Law Violations.

In submitting this offer, the offeror (prospective contractor) certifies to the best of the offeror's knowledge and belief, that they, and any subcontractor at any tier, are in compliance with all previously required corrective actions for adjudicated labor law violations (see applicable labor laws in 452.222-70).

Prior to receiving an award, a contractor shall provide a list of the specific violations of the legal requirements listed above, if any, and be given an opportunity to disclose any steps taken to correct the violations of, or improve compliance with, such legal requirements. The contracting officer in coordination with their Mission Area senior contracting official will consider any information provided and determine whether a contractor is a responsible source that has a satisfactory record of integrity and business ethics. The contracting officer shall ensure that contractors update the information provided every 6 months and that they require their subcontractors to update them on the aforementioned information every 6 months.

The contractor and any subcontractors shall incorporate into lower-tier subcontracts a requirement that the information described above be provided to the contractor.

(End of Clause)

I.1.4 452.232-70 Limitation of Government's Obligation.

(a) Contract line item(s) listed below is/are incrementally funded. For this/these item(s), the sum of \$ [Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) below.

Line Item Price Currently Allotted Funding Funds Required for Complete Funding

(b) For item(s) identified in paragraph (a) as not fully funded, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement of costs in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor more than the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government". The total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j), the Contractor will notify the contracting officer in writing at least [30, 60, or 90, as appropriate] days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j), or to a mutually agreed upon substitute date. The notification will also advise the contracting officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded, for a subsequent period as may be specified in the allotment schedule in paragraph (j) or otherwise agreed to by the parties. If after

such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the contracting officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) above, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) will apply similarly to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a), the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be

made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) above.

(g) The termination provisions do not limit the rights of the Government under the clauses entitled "Default" and "Termination for Cause". The provisions are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) above. These terms no longer apply once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (e) and (f) above.

(h) Nothing herein affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government".

(i) Nothing herein shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties agree that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract\$(month) (day), (year)\$(month) (day), (year)\$(month) (day), (year)\$

(End of Clause)

I.2 Federal Acquisition Regulation (FAR) Provisions

- I.2.1 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
- I.2.2 52.204-7 System for Award Management
- I.2.3 52.204-16 Commercial and Government Entity Code Reporting
- I.2.4 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications
- I.2.5 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management

(SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

- (1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
- (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

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

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

I.2.6 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

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

(End of provision)

I.2.7 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

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

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

I.2.8 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (Dec 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—

- (i) It is, is not a service-disabled veteran-owned small business concern; or
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.
- (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 II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Israeli End Products:

Line Item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following 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]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(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.

Listed End Product	Listed Countries of Origin

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

checking the appropriate block.]

- (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
 - (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
- (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that-
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
 - (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
 - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that-
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

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.

(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)

I.2.9 52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options(s).

(End of provision)

I.2.2 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Acquisition (Nov 2021)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by-

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control

(End of provision)

I.2.3 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

(End of provision)

I.3 **Federal Acquisition Regulation Clauses (FAR)**

I.3. FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

(End of clause)

- I.3.1 FAR 52.204-13 System for Award Management Maintenance. (Oct 2018)
- I.3.2 FAR 52.204-18 Commercial Entity Code Maintenance
- I.3.3 FAR 52.204-19 Incorporation by Reference of Representations and Certifications
- I.3.4 FAR 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Dec 2022)
- I.3.5 FAR 52.242-13 Bankruptcy (Jul 1995)
- I.3.6 FAR 52.232-1 Payments
- I.3.7 FAR 52.232-39 Unenforceability of Unauthorized Obligations
- I.3.8 FAR 52.232-40 Providing Accelerated Payments to Small Business Contractors
- I.3.9 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within one (1) day provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least fifteen (15) 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 three (3) years.

(End of clause)

I.3.10 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Dec 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. 4655](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (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]
- (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)([15U.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](#)).
- (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (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) ([15U.S.C. 637\(a\)\(17\)](#)).
- (27) [52.222-3](#), Convict Labor (JUN 2003)(E.O.11755).
- (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022)(E.O.13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (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](#).
- (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).
- (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](#).
- (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](#).
- (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 (DEC 2022)([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732),

Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

- (ii) Alternate I [Reserved].
- (iii) Alternate II (DEC 2022) 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 (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (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. 3805](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- (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.]

- (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. Subtitle A, Part V, Subpart G 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)

End of Section

J Attachments

J.1 Wage Determination

The Service Contract Act Wage Determination (WD) number 2015-4897, Revision 21, dated 12/22/2022 applies to this requirement. Note the wages specified by this WD represent the minimum wages allowable for the specific geographical area for the specific labor category applicable to this requirement. A copy of this WD is available upon request. Requests for a copy of this determination must be submitted not later than 30 January 2023, 10:00 am CST.

End of Section

K **Reserved**

End of Section

L Instructions, Conditions and Notices to Offerors

L.1 Type of Award

L.1.1 The Government contemplates a labor hour contract.

L.2 Notice of Exceptions to RFQ Requirements

L.2.1 Offers shall make an affirmative statement in the cover letter of their quote indicating that **no exceptions** to the RFQ have been taken. If the Offeror takes exception to any of the terms, conditions, clauses, then each exception shall be identified in the cover letter and cross-referenced to the specific place it appears in the RFQ;

L.2.2 All **deviations, exceptions, or conditional assumptions** taken must be supported by sufficient rationale to justify further evaluation. Also, the benefit to the Government shall be explained for each exception or deviation taken, or conditional assumption made. Such exceptions, deviations or conditional assumptions may not, of themselves, automatically cause a quote to be deemed unacceptable. **However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government may result in rejection of the offer and determined to be unacceptable.**

L.3 General Instructions

L.3.1 Quotes submitted in response to this RFQ shall be formatted in accordance with instructions provided in this section. The following general instructions apply:

L.3.1.1 Quotes shall be prepared as two (2) documents, technical and price.

L.3.1.2 Clarity and completeness are of the utmost importance in each quote. Complex or costly presentation is neither required nor desired;

L.3.1.3 Address all aspects of the requirements;

L.3.1.4 Offerors are expected to examine the entire RFQ document. Failure to do so will be at Offeror's own risk;

L.3.1.5 Quotes shall set forth full, accurate, and complete information as required by this RFQ document (including any/all attachments, appendices, and exhibits). Penalty for making false statements in quotes is prescribed in 18 U.S.C. 1001;

L.3.1.6 One (1) electric copy (in PDF or MS Word) shall be provided for the technical. Price can be provided as an MS Excel or PDF document;

L.3.1.7 In response to this solicitation, quotes shall be submitted via email to Nancy.deberry@usda.gov AND Kristin.gilliland@usda.gov. No hard copy, mailed submissions are being accepted.

L.3.1.8 Quotes are due by 10:00 AM Central Time on February 6, 2023.

- L.3.1.9 Questions regarding this RFQ should be sent via email to Nancy.deberry@usda.gov AND Kristin.gilliland@usda.gov. Questions will be accepted until January 30, 2023 at 10:00AM Central Time.
- L.3.1.10 Only quotes from Small Business vendors will be accepted for this requirement.
- L.3.1.11 Interested and qualified parties shall have an active registration in the System for Award Management (SAM) at www.sam.gov before quote submission.
- L.4 Quote Content
- L.4.1 Quote should be clear and complete without excess marketing information. Be specific, be clear, but be brief;
- L.4.2 Quote must specifically address each of the Technical factors set forth below. Failure to do so will render quote as non-responsive;
- L.4.3 Technical aspect of quote is limited to ten (10) pages submitted on standard 8.5” by 11” white paper. Not included but recommended to stay limited are: table of contents and/or index dividers. If quote exceeds these limits, at a minimum, pages in excess of this limitation will be removed and not considered. If removing these pages results in whole sections being lost, then quote will be considered non-responsive and will not be evaluated. The cover letter is limited to two (2) pages and is not an executive summary;
- L.4.4 Quote shall include font no smaller than 11-point proportional type size similar to Arial or Times New Roman. Information not in this font will not be evaluated;
- L.4.5 There shall be one (1) blank horizontal line between paragraphs. If desired, paragraphs may be indented.
- L.4.6 Within the quote the following information should be included:
- L.4.6.1 Point of contact (name, email, and telephone number);
- L.4.6.2 Business size;
- L.4.6.3 Payment terms;
- L.4.6.4 EUI number.
- L.5 Technical
- L.5.1 Technical component will include the offeror’s **technical approach** which describes a plan to ensure successful performance in meeting the requirements within this RFQ and include the following:
- L.5.1.1 A staffing plan as to how Contractor plans to provide coverage/service per Section C of this document. The staffing plan should include how the vendor intends to hire staff,maintain staff and handle the supervision of staff once onboarded.

L.5.1.2 Past performance information similar to this requirement. The information should include who the past performance was with, time frame for past performance, and a description of the work completed.

L.5.1.3 Resumes and other supporting documents listing relevant qualifications, certifications, background, and knowledge in sufficient detail to demonstrate the capability. Must be consistent with the submitted staffing plan.

L.6 Price:

L.6.1 Price should be provided for the following. Failure to conform to this format may render quote as non-responsive.

L.6.1.1 Per hour for base period and all options years.

L.6.1.2 Total estimated price for each period to include base period and all options years, utilizing 1,500 hours per period;

L.6.2 Pricing is expected to be lower than those charged to most favored customers. Price quote should provide the best price initially, as offers may not be given the opportunity to revise pricing.

End of Section

M Evaluation

M.1 General

M.1.1 The offerors proposal/quote will be evaluated on lowest price, technically acceptable.

M.1.2 Technically acceptable for this award is the following:

M.1.2.1 The vendor provided a price quote in accordance with L.6.

M.1.2.2 The vendor has an active registration in SAM.

M.1.2.3 The vendor provided an adequate staffing plan in accordance with L.5.1.1.

M.1.2.4 The vendor provided past performance in accordance with L.5.1.2.

M.1.2.5 The vendor provided resumes that are consistent with the staffing plan in accordance with L.5.1.3.

M.1.3 **The Government intends to establish a contract to the responsible offeror whose quote represents the best value.** Per FAR Part 2, best value is defined as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. The Government will conduct a best value analysis using the factors listed in this section. This effort will include comparing strengths, weaknesses, and risks associated with each offer.

M.1.4 The Government intends to evaluate quotes and award the order without discussions with offerors except for clarifications, if necessary. The Government will evaluate each offer on the basis of offeror's initial quote. Therefore, initial quote should contain offeror's best terms from a technical and price standpoint.

M.1.5 When conducting the evaluation, the Government may use data included by offerors in their quotes, as well as, any data obtained from other sources. Each offeror is responsible for ensuring that information provided in their quote is thorough, accurate, and complete.

M.1.6 The Government intends to evaluate offers inclusive of options. Evaluation of options will not obligate the Government to exercise option(s).

M.2 Basis for Award

M.2.1 The Government will award a contract to the responsible Offeror whose quote is the most advantageous to the Government, lowest priced, technically acceptable.

End of Section